

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

- - -

1	UNITED STATES OF AMERICA,	:	Case No. 1:20-cr-00142-1
2		:	
3	Plaintiff,	:	Jury Trial, Day 7
4		:	Wednesday, June 29, 2022
5	- v -	:	
6		:	9:00 a.m.
7	ALEXANDER SITTENFELD, a/k/a	:	
8	"P.G. Sittenfeld,"	:	
9	Defendant.	:	Cincinnati, Ohio

- - -

TRANSCRIPT OF PROCEEDINGS

BEFORE THE HONORABLE DOUGLAS R. COLE, DISTRICT JUDGE

- - -

13	For the Plaintiff:	EMILY N. GLATFELTER, ESQ.
14		MATTHEW C. SINGER, ESQ.
15		MEGAN GAFFNEY PAINTER, ESQ.
16		U.S. Department of Justice
17		U.S. Attorney's Office
18		221 E. Fourth Street, Suite 400
19		Cincinnati, Ohio 45202

20	For the Defendant:	CHARLES M. RITTGERS, ESQ.
21		CHARLES H. RITTGERS, ESQ.
22		NEAL D. SCHUETT, ESQ.
23		Rittgers & Rittgers
24		12 E. Warren Street
25		Lebanon, Ohio 45036

26	Law Clerk:	Jacob T. Denz, Esq.
----	------------	---------------------

27	Courtroom Deputy:	Scott M. Lang
----	-------------------	---------------

28	Court Reporter:	M. Sue Lopreato, RMR, CRR
29		513.564.7679

- - -

P R O C E E D I N G S

(In open court at 8:57 a.m.)

- - -

THE COURT: A couple preliminary matters first.

Mr. Rittgers, did you have an opportunity to review the sentence that the government has proposed adding?

MR. C. MATTHEW RITTGERS: We did, Your Honor. It looks okay to us. I'd just like to see the total.

THE COURT: Yep.

MR. C. MATTHEW RITTGERS: Thank you. Your Honor, I should have brought this up yesterday.

One of the things that -- well, one of the many other things for Mr. Burns is that there's nothing inherently improper about discussing specific or general policy positions at the same time donations or fundraising is discussed, in our American democracy.

I mean, you don't have to put the American democracy, but there is nothing inherently improper about that. That would be something else the jury might not know.

MS. GLATFELTER: We believe that's beyond the scope of this, and that is a factually specific question the jury is going to answer about how close in time, and what they're really talking about.

I don't think it's an appropriate instruction in terms of what is FEC law. There's nothing in FEC law about that.

1 THE COURT: Yeah. If you have a case cite, or
2 something that's interpreting campaign law and making the
3 point you're making, I'd be willing to consider if that's an
4 undisputed errant to law.

5 I think my concern is that communications about policy
6 positions -- just as communications about policy positions, I
7 think you're correct, there's nothing improper about stating
8 that.

9 But if it's stated in the form of some kind of tacit
10 promise, or something along those lines, it does, you know,
11 kind of cross the line.

12 So I would want to find some case law, or something that
13 clearly delineates what that line is, if such line exists,
14 because I'm afraid that Ms. Glatfelter is correct, because it
15 ends up depending a lot on unstated assumptions about what's
16 behind a particular comment.

17 So I think it's going to be, I think, hard to craft a
18 jury instruction, although the parties, I think, are free to
19 argue that point.

20 MR. C. MATTHEW RITTGERS: Thank you.

21 THE COURT: But if you have case law, I'm glad to
22 take a look at it.

23 MR. C. MATTHEW RITTGERS: Thank you.

24 THE COURT: And then the other issue that we
25 discussed was Mr. Sittenfeld's desire to present certain other

1 witnesses, which were referred to originally as character
2 witnesses, but I think, upon further discussion, ended up
3 being what I would call other acts witnesses.

4 And there are a couple of concerns I have about that.

5 First, Mr. Sittenfeld moved in limine to prevent the
6 government from putting on other acts evidence with regard to
7 other people with whom Mr. Sittenfeld allegedly had
8 interactions during the campaign, and in which he may have
9 solicited contributions from those other persons.

10 And in limine, Mr. Sittenfeld's team moved to exclude all
11 such evidence on the ground that it was either irrelevant, or
12 that the prejudicial effect outweighed any potential probative
13 value.

14 And yet now it appears Mr. Sittenfeld intends to or would
15 like to put on exactly the same kinds of evidence, only going
16 in the opposite direction.

17 And it seems odd to me that the Court would allow
18 Mr. Sittenfeld to put on the very type of evidence, although
19 pointing in the other direction, that Mr. Sittenfeld sought to
20 exclude from this trial.

21 That being said -- well, I should also move on to the
22 other problem. The other problem is that in the *United States*
23 *versus Dimora*, 750 F.3d 619, a Sixth Circuit case from 2014,
24 that also involved allegations, or I should say charges of
25 public corruption.

1 There was a discussion of other acts evidence, in which
2 Mr. Dimora, according to Sixth Circuit, quote, hoped to
3 present evidence of other good acts that, on several
4 occasions, he helped constituents without asking for or
5 receiving anything of value.

6 And the district court there excluded the evidence from
7 trial, ruling that it did not satisfy the requirements of
8 Federal Rule of Evidence 404(b), which is the other-acts rule.
9 And the Sixth Circuit affirms that holding.

10 According to the Sixth Circuit, Rule 404(b) precludes the
11 use of other-acts evidence to prove a person's character, but
12 it allows such evidence for other purposes, such as proving
13 intent.

14 But before admitting other-acts evidence for such a
15 non-character purpose, the Court must decide whether the
16 evidence is probative of that limited purpose.

17 The Court concluded in *Dimora* that it was not, because
18 the other-acts evidence was situations unrelated to the
19 charges in which *Dimora* intended to show that he did favors
20 for people who did not pay him bribes.

21 And, you know, the Court goes back to the Latin maxim
22 falsus in uno, falsus in omnibus -- false in one, false in
23 all -- does not have an inverse corollary true in one, true in
24 all.

25 And so the idea, I would hope, that the government

1 officials act in their constituents' interest on all
2 occasions, and the fact that Mr. Sittenfeld may be able to
3 show situations in which he acted in his constituents'
4 interest, other situations wouldn't necessarily prove that he
5 didn't act pursuant to some kind of improper motive in this
6 case.

7 Now, that being said, I do think what's different about
8 this case is that the government is suggesting that the jury
9 may be able to draw inferences from certain ways in which
10 Mr. Sittenfeld acted with respect to the particular
11 participants in the 435 Elm project.

12 And the government is arguing that that conduct, I think
13 it's all tacit yet because we haven't heard closing arguments,
14 but I think the suggestion has been raised, or at least an
15 inference could be drawn that meeting with these people in
16 restaurants, and the condo, and the frequent telephone
17 communications, and the reaching out to other city officials,
18 that's sort of taken as a whole, that type of conduct is
19 suggestive that he may have been acting pursuant to an
20 improper motive.

21 And I think that the defendant should have some ability
22 to rebut that. And so I think what I'm inclined to do -- you
23 know, I think what drove *Dimora* was the fact that the Court
24 said situations unrelated to the charges.

25 So what I take from all this is sort of the same line

1 that I tried to draw in my opinion in limine, which is that to
2 the extent the other acts are substantially similar to the
3 acts at issue here, that it may be probative or sufficiently
4 probative with regard to intent to allow the evidence.

5 So what I mean by that is, to the extent Mr. Sittenfeld
6 intends to put on other witnesses who had some kind of major
7 economic development program pending before the city for
8 approval, or that needed some interaction from the city, and
9 in which he then, like in this case, or like the evidence is
10 starting to show in this case, met with the proponents of that
11 economic development project on multiple occasions, said
12 things like, you know, I'd be -- I forget all the quotes we've
13 seen so far, but things like "I'd shepherd the votes," or
14 "I'll get this through council," or whatever the -- I forget
15 all the exact statements and/or reached out to other city
16 officials to push them to act in a certain way.

17 If there are other incidents that are substantially
18 similar in that regard, in which the person is going to say,
19 yeah, I wasn't a contributor, or there was never any request
20 for a contribution, I would be inclined to allow that type of
21 testimony.

22 However, if Mr. Sittenfeld puts on any such testimony --
23 and I think we're going to first need to have a kind of a
24 proffer from the witness to make sure there is a substantial
25 similarity.

1 If Mr. Sittenfeld puts on such evidence, I intend to
2 allow the government, in rebuttal, to put on the type of
3 evidence that it requested the ability to put the evidence on
4 before trial, the sort of the 404(b) evidence, and the
5 categories of information that I identified in my opinion as
6 permissible.

7 And whatever we end up using as substantially similar for
8 purposes of allowing witnesses to testify here will be the
9 same test that I allow law for substantial similarity for the
10 government's rebuttal in its rebuttal case, and whatever
11 evidence gets put on.

12 Now, I know that was a lot, and I know you probably need
13 to think about that, and whether the witnesses who are
14 identified would fall into the category of substantially
15 similar we've been talking about now, but I wanted to give you
16 time to start thinking about that.

17 So that's where the Court is. Notwithstanding *Dimora*, I
18 will allow other-acts evidence, both good and bad, but only
19 with regard to substantially similar types of situations.

20 So, for example, you know, if Mr. Sittenfeld was great
21 about sending birthday cards to the kids of his constituents,
22 that's to me irrelevant to the charges here.

23 If Mr. Sittenfeld had -- I want to be very clear to
24 everyone in the courtroom that I'm not suggesting any of these
25 things happened. I'm just trying to throw out hypotheticals.

1 If Mr. Sittenfeld said, oh, I'll help you fix a parking
2 ticket or something, that's not related.

3 We're talking about economic development programs,
4 because I just think that's what this case is about.

5 MR. C. MATTHEW RITTGERS: Your Honor, could it also
6 be the legislative process? So a constituent reaching out
7 saying, hey, there's legislation that I don't like.

8 Mr. Sittenfeld then describing the communications over the
9 course of six or twelve months, where he's communicating his
10 confidence in his colleagues, trying to -- telling that
11 person, hey, you know, I've reached out to so and so, and we
12 think it's going to get through committee.

13 It could be legislation about something that might not be
14 a development, but it's legislative process with the --

15 THE COURT: Well, I think what's unique about this
16 case is the economic aspect and the \$75 million investment and
17 all that.

18 So it's going to have to have some kind of economic
19 overlay, because I think we can -- I don't want to say that.

20 I think an argument could be made that situations that
21 involve substantial economic development dollars and
22 substantial investments, whether from in city or out of city,
23 or in state or out of state people, create different types of
24 incentives around some of the types of charges at issue here.

25 So if legislation doesn't have an economic impact, I

1 think it less likely, at the margins, to think there may be
2 some kind of illicit payments involved.

3 So I think we need to see some kind of economic
4 development activity that's going to involve substantial flows
5 of money, which is, I think, the construct that's been created
6 and is at issue here.

7 MR. C. MATTHEW RITTGERS: We would be trying to offer
8 this evidence not for propensity, Your Honor. It's to show
9 how Mr. Sittenfeld would act and respond to any constituent
10 coming to him, and working through, being proactive in his
11 communication, relaying discussions that he had had with
12 colleagues, saying, hey, this is the next step of the process.
13 You should be here or do this.

14 Mr. Sittenfeld saying to an individual who might have a
15 small business and is worried about legislation that is
16 currently sitting in a committee in council, and him meeting
17 with them.

18 And in over the course of 12 months, similar to this
19 undercover operation, we've heard from four different
20 witnesses now repeatedly highlighted having communication with
21 that person who could be impacted by the legislation, and
22 talking about what he has been doing behind the scenes at the
23 city to help that person.

24 You know, I went back and looked last night. It was not
25 even our intention to say that there wasn't a donation offer.

1 Some of these people did give donations before or after, but
2 some of them did not.

3 I wasn't planning on eliciting like whether did you give
4 a donation or not. If the Court permits, then I might. But
5 that was not even the intention.

6 It was just to show the *modus operandi* as an elected
7 official, because the government for six days has highlighted
8 the ways in which Mr. Sittenfeld was proactive and accessible
9 with four undercover agents who repeated the same testimony of
10 constant communication for six days.

11 THE COURT: Yeah. I just fear that -- I go back to
12 *Dimora*, and I have this one sentence here.

13 So in *Dimora*, the allegation was that in exchange for
14 certain payments, Mr. Dimora and others up in, I believe it
15 was Cleveland, provided business opportunities and other
16 things to people in the area.

17 And Mr. Dimora wanted to put on evidence that he had also
18 done good acts, or had done things for people who didn't pay
19 him any bribes.

20 And what the Court said is all it would have shown is
21 that in situations unrelated to the charges, *Dimora* did favors
22 for people who did not pay him bribes.

23 And my concern is that -- and then the Court goes on to
24 say, "For the same reason that prior bad acts may not be used
25 to show a previous disposition to commit crimes, prior good

1 acts generally may not be used to show a predisposition not to
2 commit crimes."

3 So I understand what you're saying, but you're trying to
4 undercut the government any inference that could arise from
5 the way in which Mr. Sittenfeld acted in this case because
6 you're going to say, well, he also acted similarly in other
7 cases.

8 But what I'm saying is the other cases -- for that to
9 interfere with the inference, the other cases need to be
10 substantially similar to this case because, otherwise, the
11 fact that he acted the same way in case two that he did in
12 case one, if case one and case two are different, the fact
13 that he acted the same way in two different cases doesn't
14 necessarily undercut the inference here.

15 So I'm willing to consider, but I'm suggesting to you
16 that, you know, it may behoove you to put together a
17 description, or something of the sort, as to why you believe a
18 given other situation is substantially similar.

19 And I'm telling you that I'm predisposed, to use a word
20 that's now coming up with some frequency under 404(b), but I'm
21 predisposed to think of substantially similar in terms of some
22 kind of economic development aspect, not just the notion of
23 legislation writ large, or the notion of constituent
24 communications writ large, or anything that tied to a project
25 of some kind.

1 And I guess it could maybe be a legislative project,
2 maybe, but I'd like to know more about the specific
3 legislation at issue here.

4 But, you know, if it's legislation about getting the
5 street closed for a Fourth of July party in a particular
6 neighborhood, that doesn't seem the same to me as some kind of
7 major legislative thing, so I just don't know enough in the
8 abstract. I'm just trying to tell you where I'm at and the
9 line I'm going to try to police.

10 MR. C. MATTHEW RITTGERS: I understand. And, Your
11 Honor, in *Dimora*, I believe he was trying to link the favors
12 to not asking or receiving a thing of value, *Dimora* was trying
13 to do that, which we are not attempting to do here.

14 To get out of the abstract, you know, a legislation that
15 would impact small Airbnb businesses in the city, it took
16 12 months to work through.

17 P.G. was working hand in hand with one of the
18 constituents who reached out to him, telling him every step of
19 the process, when it was going through committee, who he was
20 speaking with, for a 12-month period, frequently.

21 Another potential person was someone who had a small
22 business, and it had to do with vendor licenses, reached out
23 to many council members, didn't get a response.

24 Mr. Sittenfeld immediately met with him, proactively
25 reached out, kept in touch with him over the course of, again,

1 about 12 months, while he worked through legislation that
2 would not impact the small businesses that would sell peanuts
3 at the stadium.

4 It would be people who had problems in the city who were
5 not getting help, similar to Mr. Ndukwe saying, hey, look,
6 this is stalled, what's going on, and --

7 THE COURT: But Mr. Ndukwe did it in the context of a
8 real estate development project that involved \$75 million of
9 outside investment into -- at least was being portrayed as
10 involving \$75 million of outside investment.

11 And I just think that gives rise to a different potential
12 inference with regard to a possibility or likelihood of some
13 kind of illicit payment around that.

14 MR. C. MATTHEW RITTGERS: It could, but to show the
15 way in which he operated, P.G. operated, this is how he
16 interacted with constituents.

17 And what we've seen throughout this entire trial is the
18 interaction with governmental agents who say P.G. was
19 proactive, communicated all the time. After something would
20 happen at council or with an administrator, he'd call them and
21 update them. I mean, we've heard highlights of that for truly
22 six or seven days right now.

23 And if that's the same thing he's doing with other
24 constituents, frequently calling and updating them, hey, this
25 is now through this subcommittee, or --

1 THE COURT: And meeting in bars and restaurants and
2 condos and hotel rooms, and other things? I mean --

3 MR. C. MATTHEW RITTGERS: Yeah, with some of them,
4 but not all of them. But some of them, breakfast meetings.
5 They would talk about this, and they'd show plans of a
6 development, or some of them were not drinking with them.

7 THE COURT: Yeah. I mean, I guess my point is, I
8 think I've outlined the framework.

9 So if you want to -- and we can do it now or we can do it
10 later, but I'm going to want to go through witness by witness,
11 and talk about whether it's substantially similar under the
12 line that I've just drawn.

13 And I'm willing to hear your argument on it. But you're
14 going -- in my view, you're going to need to show that
15 substantial similarity before we're going to allow a given
16 witness to testify about his experiences.

17 And I want to be clear, as I said, that same substantial
18 similarity, the government's going to be allowed to put on
19 other-acts evidence similarly from witnesses going the other
20 direction.

21 MR. C. MATTHEW RITTGERS: I believe you told the
22 government they could do that.

23 THE COURT: Yep.

24 MR. C. MATTHEW RITTGERS: That will be in their case
25 in chief already.

1 THE COURT: Yep. And my sense is they're not taking
2 me up on that offer, if I'm understanding, but maybe I'm
3 wrong.

4 But yeah, certainly. My point is, I think I'm remaining
5 consistent to the motion in limine ruling, and saying that the
6 other-acts evidence needs to involve substantially similar
7 situations.

8 I'm willing to hear argument about whether a given
9 witness falls within that substantially similar, but that's
10 the task before we're going to put the witness in front of a
11 jury. And I'm happy to have that either in the form of
12 writing, or in the form of an oral presentation.

13 And I'm also happy to allow a proffer, if you want to
14 proffer of what a given witness would have testified, to
15 preserve the issue, I have no problem about that. But that's
16 the line I'm going to try and enforce.

17 MR. C. MATTHEW RITTGERS: Your Honor, given the
18 government's likely finishing their case today, and some of
19 those discussions, do you think it might behoove everyone if
20 we did the charging conference on Thursday, just so that we
21 can get our affairs in order? You mentioned that earlier as a
22 potential.

23 THE COURT: I thought I mentioned on Friday.

24 MR. C. MATTHEW RITTGERS: I thought you gave us the
25 choice, and then we went back to Friday, but...

1 MS. GLATFELTER: Your Honor, we would prefer to do
2 the charging conference when we're near the end of close of
3 evidence, because I assume there are going to be evidentiary
4 issues that could come up that would impact that.

5 THE COURT: Yeah. My concern is, I think usually we
6 do the charging conference when the evidence is about to
7 close, just because some of the charge is tied to given
8 evidence that was elicited and, as of right now, I don't know
9 what evidence you are or are not putting on in your case.

10 I would generally be inclined, and has always been my
11 practice, to do a charging conference nearly at the end, if
12 not at the very end, of all the evidence that's been
13 presented.

14 MR. C. MATTHEW RITTGERS: Okay. If we finish our
15 case on Thursday, would the charging conference then be
16 Friday?

17 THE COURT: The charging conference would be Friday.
18 I do not intend to do a situation where one or both parties
19 close before a long weekend, and then we expect the jury to
20 come back and start deliberating cold without having any --
21 after having been gone for three days and, you know, without
22 some kind of overview from the parties.

23 I think, given where we're at, that's most likely in the
24 Court's mind that what we're going to do is wrap up the case,
25 the presentation of evidence this week, have a charging

1 conference sometime on Friday, probably, and then do closings
2 on Tuesday. And however long the closings take, they take.

3 Well, I should be careful. We'll do initial charge on
4 Tuesday, closings, final charge, and then begin deliberations
5 either on Tuesday or on Wednesday, depending how long the
6 closings go. But that would be the Court's plan.

7 MR. C. MATTHEW RITTGERS: Thank you, Your Honor.

8 MS. GLATFELTER: We had one other issue to raise, and
9 I wanted to flag the issue, and it doesn't matter to the
10 government if we address it now, or the Court wants time to
11 think about it, and defense counsel.

12 Yesterday defendant gave us notice that they would be
13 calling John Curp and Luke Blocher as defense witnesses this
14 afternoon.

15 These first two witnesses are attorneys. The first is
16 the former city solicitor and current city manager. He's also
17 served as a person -- he served as a personal attorney for the
18 defendant.

19 The second witness is also someone who has served as a
20 city solicitor in the past. We have not received any notice
21 of any sort of advice of counsel. Advice of counsel is not a
22 defense to the charges in this case.

23 And so if there's any intention of eliciting that the
24 defendant sought advice, and that he received this advice,
25 we'd like to be heard on that, because we think that's a

KAMRASS - DIRECT

1 misleading and confusion of the issues and should be excluded.

2 THE COURT: I don't believe there is the intent to do
3 that, but...

4 MR. C. MATTHEW RITTGERS: That's correct.

5 THE COURT: Yep.

6 MS. GLATFELTER: Okay. Thank you, Your Honor.

7 THE COURT: Anything else we need to address before
8 we bring in the jury? Let's bring in the jury.

9 (Jury in at 9:28 a.m.)

10 THE COURT: Welcome back, ladies and gentlemen of the
11 jury. As you know, we left off yesterday with the
12 government's case.

13 And the question this morning is does the government
14 intend to call another witness?

15 MR. SINGER: Yes, Your Honor. The government calls
16 Jared Kamrass.

17 THE COURT: Very good.

18 (Government witness JARED KAMRASS, sworn.)

19 MR. SINGER: Your Honor, may I approach to begin the
20 examination?

21 THE COURT: You may.

22 MR. SINGER: Thank you.

23 DIRECT EXAMINATION

24 BY MR. SINGER:

25 Q. Good morning.

KAMRASS - DIRECT

1 A. Good morning.

2 Q. Can you please state your name and spell it.

3 A. Jared Kamrass, J-a-r-e-d. Kamrass, K-a-m-r-a-s-s.

4 Q. What do you do for a living, Mr. Kamrass?

5 A. I'm a political strategist and consultant.

6 Q. And how long have you been doing that?

7 A. Nine years.

8 Q. Can you walk us through your background as a political
9 strategist and a consultant?

10 A. Sure.

11 THE COURT: Could you move just a little closer to
12 the mic.

13 A. Yeah, I started working on campaigns in college, and came
14 back -- I didn't go to school in Cincinnati, but grew up here.
15 Came back to Cincinnati to work on campaigns, and about eight
16 years ago started doing consulting work.

17 Q. So do you do work as a political consultant?

18 A. Advise candidates on the best way to win whatever
19 election they're running in, as well as help with fundraising
20 strategy and so they have the funds to run the race they need.

21 Q. Can you describe how it is you would raise funds for
22 political candidates?

23 A. Sure. Typically, look at public records to see
24 individuals or entities that have contributed to similar types
25 of races, or folks that are in the candidate's family and

KAMRASS - DIRECT

1 friends network, and then create, essentially, an internal
2 database that you use to kind of gauge your progress as you go
3 about raising funds from those individuals.

4 MR. C. MATTHEW RITTGERS: Your Honor, I apologize to
5 interrupt. Could we approach very briefly at sidebar?

6 THE COURT: Okay.

7 SIDEBAR CONFERENCE

8 MR. C. MATTHEW RITTGERS: Judge, I didn't want to
9 interrupt at every question, but I want to make sure that our
10 objection, it is preserved in case there's a need for appeal,
11 that we object to this testimony, based on our motions in
12 limine that we filed, and that the government is not going to
13 argue waiver later if we don't object to every question about
14 targeting people that was in front us, and that he used
15 fundraising techniques which we think is improper to elicit.

16 MR. SINGER: Standing objection is fine with the
17 government, Your Honor.

18 I'm not going to argue waiver. I mean, he preserved it
19 in pretrial, and he's preserving it now.

20 THE COURT: And you're going to examine this witness
21 consistent with whatever I said in my order about that?

22 MR. SINGER: Yes, sir.

23 THE COURT: Okay.

24 MR. C. MATTHEW RITTGERS: Thank you.

25 SIDEBAR CONFERENCE CONCLUDED

KAMRASS - DIRECT

1 BY MR. SINGER:

2 Q. You're talking about fundraising. Are there different
3 types of fundraising that you did for candidates when you were
4 a political consultant?

5 A. Yes. Sometimes candidates would fundraise directly into
6 a candidate campaign account that's used for the express
7 purpose of getting elected to a certain office, or to a
8 political action committee, which can be used for other
9 political costs not associated with actually running for
10 office.

11 Q. Is a political action committee, does that have an
12 acronym that we use?

13 A. Yes. It's commonly referred to as a PAC.

14 Q. Did there come a time when you met with Special Agent
15 Nathan Holbrook of the FBI?

16 A. Yes.

17 Q. When was that?

18 A. July 2020.

19 Q. And did you do something that caused you to speak with
20 him in July of 2020?

21 A. Yes. A couple years prior to that, I had been given
22 \$15,000 by other undercover agents that was meant for
23 something else, and I stole it and kept it for myself.

24 Q. Can you describe those circumstances?

25 A. Yes. I was offered that money to be given directly to

KAMRASS - DIRECT

1 me, in lieu of a contribution to another elected official's
2 PAC.

3 The expectation was that the money that was given to me
4 would be used to offset the regular compensation I received
5 for consulting for that PAC.

6 Additionally, the expectation was that that elected
7 official would then support or not stand in the way or impede
8 the progress of the project that they were advocating for.

9 I told them that all would happen and, in fact, none of
10 it happened. I never had a conversation with the elected
11 official afterward, and just kept the money for myself.

12 Q. Is this an elected official that you were working for as
13 a political consultant?

14 A. Yes, that's correct.

15 Q. And you managed that public official's PAC?

16 A. That's correct, yes.

17 Q. Did the elected official know anything about the conduct?

18 A. No. He knew nothing about it, and it was something I
19 knew I shouldn't have done, and to this day remains the
20 biggest mistake I've ever made, and I regret it every day.

21 Q. What, if anything, did you do to make amends for this?

22 A. I immediately took ownership of what I'd done, and
23 offered to repay the money back immediately. It wasn't money
24 that I was supposed to have. And then also subsequently began
25 cooperating with the FBI.

KAMRASS - DIRECT

1 Q. As you sit here today, how do you feel about your
2 actions?

3 A. I can't change what I did, but there's not a day that
4 goes by where I don't regret it. It's not something I've ever
5 done before or certainly have done since, but it remains the
6 biggest mistake I've ever made in my entire life.

7 Q. Did this conduct result in you meeting with the
8 government?

9 A. It did, yes.

10 Q. And did you meet pursuant to what's called a proffer
11 agreement?

12 A. I did, yes.

13 Q. What did the proffer agreement require of you?

14 A. It required me to provide truthful information, as I knew
15 it, to the government, based on information that I knew.

16 Q. And what would happen if the information that you
17 provided was not truthful?

18 A. I would be subject to any of the penalties or
19 consequences of being dishonest with the government.

20 Q. Have you been made any promise whatsoever as to whether
21 or not you will or will not be charged relating to the \$15,000
22 that you took?

23 A. No, I've not.

24 Q. Did you begin assisting law enforcement related to public
25 corruption after you were approached by agents in July 2020?

KAMRASS - DIRECT

1 A. Yes, I did.

2 Q. Were you working with law enforcement prior to July 2020?

3 A. No, I was not.

4 Q. So to be clear, were you working for the FBI during the
5 years 2018 and 2019?

6 A. No, I was not.

7 Q. In the context of providing truthful information to the
8 government, did you come clean about any other incidents that
9 you were involved in, illegal or legal?

10 A. Yes, I did.

11 Q. Can you describe that?

12 A. I'm sorry, can you -- I don't quite understand. Can you
13 clarify the question?

14 Q. Yeah. Did you tell the government anything else that you
15 weren't necessarily proud of that you had done in your past
16 during the course of your proffer discussions with the
17 government?

18 A. Yeah. I discussed with the government times where I
19 hadn't been fully honest or truthful with current or former
20 clients.

21 Q. Can you describe that?

22 A. Sure. There have been a couple times, where by being
23 dishonest, I've been fired by clients, rightfully. I mean,
24 and, you know, I was fully upfront about that immediately.

25 Q. Can you describe those circumstances?

KAMRASS - DIRECT

1 A. Sure. So, you know, in an instance with Mr. Sittenfeld,
2 I sent him an email that I'd written to look like it had come
3 from someone else, when, in fact, it hadn't. The email was
4 fake. I created it myself and sent it to him.

5 And he obviously immediately noticed it, and saw that it
6 wasn't real, and fired me immediately, as he should have.

7 Q. So you were working for Mr. Sittenfeld at the time?

8 A. I was, yes.

9 Q. And in what capacity were you working for Sittenfeld?

10 A. Consulting for fundraising for his campaign and for his
11 PAC.

12 Q. When was that? When did that occur?

13 A. That was October 2019.

14 Q. And what was your relationship with Sittenfeld after you
15 stopped working for him in October 2019?

16 A. Friendly. I mean, cordial. We saw each other socially
17 or professionally at times afterward. He came to my wedding a
18 few months later. Yeah, generally, fine.

19 Q. Was that the only time you had been fired based on your
20 conduct?

21 A. No. There was one other time where I have as well. That
22 was a little more than a year prior, in 2018, while working
23 for another elected official, had been asked by someone who
24 was interested in contributing to that person's campaign to
25 help arrange a tour of a facility that they were working in.

KAMRASS - DIRECT

1 And I had told that individual that I was working with
2 that elected official's office staff to help organize it, and
3 I wasn't.

4 And so when that became -- when that was made aware to
5 the office staff, they also fired me and let me go.

6 Q. As you sit here today, how do you feel about your
7 actions?

8 A. It's incredibly embarrassing. I'm certainly not a
9 perfect person and, you know, those three incidents are, I
10 think, the lowest three moments certainly in my professional
11 life but probably of my life in general.

12 The only thing I can do is just move forward and tell the
13 truth today, and moving forward, and that's what I hope to do.

14 Q. All right. So you testified that you worked as a
15 consultant for Mr. Sittenfeld; is that right?

16 A. Yes, sir.

17 Q. When did you first meet Sittenfeld?

18 A. I believe we first met in around 2013.

19 Q. Can you describe how it is you started having a
20 professional relationship with Sittenfeld?

21 A. Shortly after he was reelected to Cincinnati City Council
22 in 2017, I began working for him in his capacity to raise
23 funds to gear up to run for mayor of Cincinnati in 2021.

24 Q. And can you describe what you were hired to do?

25 A. Yeah. My primary responsibility was to organize and

KAMRASS - DIRECT

1 maintain fundraising database for both his campaign account
2 and political action committee.

3 Q. And what did that entail?

4 A. Working with him to identify potential donors,
5 maintaining progress that he made on soliciting funds from
6 those donors.

7 And then once contributions were received, processing
8 them, depositing them into the bank, and then preparing the,
9 you know, regular reports that were required either for the
10 Hamilton County Board of Elections or the Federal Election
11 Commission.

12 Q. Did you serve in the role as a political consultant at
13 all for Mr. Sittenfeld?

14 A. I did, yes.

15 Q. Can you describe that?

16 A. Would just give advice on what I thought made sense to
17 help him advance his ability to get elected mayor in 2021.

18 Q. You mentioned a PAC. Can you describe the PAC that you
19 were working with on behalf of Sittenfeld?

20 A. Sure. It's called the Progress and Growth PAC,
21 registered with the Federal Election Commission.

22 Q. Do you know the significance of the name the Progress and
23 Growth PAC?

24 A. As an acronym, it would be PG PAC.

25 Q. And how did it get that name?

KAMRASS - DIRECT

1 A. My recollection is that Mr. Sittenfeld came up with the
2 name.

3 Q. And based on your conversations with Sittenfeld, what was
4 the PAC's purpose?

5 A. To defray any costs that he might incur that weren't
6 directly related to aggregating for himself to get elected
7 mayor, so that could be travel costs, meal costs, donating to
8 other political candidates; just generally shoring up his, you
9 know, own political support.

10 Q. Can you describe, to the extent there's any benefit,
11 what's the purpose of donating to other candidates?

12 A. It's a -- the main purpose would be to create political
13 allies. If there are candidates for office running for
14 something, and they knew that you supported them when they
15 were running, the thought is that they'd be more likely to
16 support you when you're running.

17 Q. And who benefitted from the contributions into the
18 Progress and Growth PAC?

19 A. Mr. Sittenfeld.

20 Q. Was Sittenfeld involved in fundraising for the PAC?

21 A. Yes.

22 Q. Can you describe his level of involvement in fundraising?

23 A. Very involved. Would look through spreadsheets he would
24 maintain regularly, daily, and would oftentimes directly input
25 information that he had about conversations that he had with

KAMRASS - DIRECT

1 potential donors into that spreadsheet.

2 And then as contributions were received, was adamant
3 about getting them processed and deposited as quickly as
4 possible.

5 MR. SINGER: Your Honor, permission to publish what
6 has already been introduced into evidence as USA 40A?

7 THE COURT: You may do so.

8 Q. Do you see it on your screen there?

9 A. I do.

10 Q. Do you recognize this?

11 A. Yes. This is the document filed with the FEC creating
12 the Progress and Growth PAC.

13 Q. Can you just read the name of committee right there,
14 paragraph 1, Section 1?

15 A. Progress and Growth PAC.

16 Q. And then Number 2, can you read the date?

17 A. February 5, 2018.

18 Q. Is that consistent with when you remember starting the
19 PAC for Mr. Sittenfeld?

20 A. It is.

21 Q. And then 4, can you read Section 4?

22 A. "I certify that I have examined the statement, and to the
23 best of my knowledge and belief it is true, correct, and
24 complete."

25 Q. And is that signed by anyone?

1 A. Yes. It's signed by me.

2 Q. And what does it say your role is in Section 4?

3 A. I served as the treasurer for the PAC.

4 Q. Can you describe what it meant for you to be the
5 treasurer of the PAC?

6 A. It meant that I would be responsible for keeping the
7 information that had to be filed with the FEC. You know,
8 there are regular reporting requirements, and I was the one
9 that was responsible for maintaining that.

10 MR. SINGER: Ms. Terry, would you mind moving to
11 page 4.

12 Q. Do you see paragraph 9?

13 A. Yes.

14 Q. What does that indicate?

15 A. The bank at which the checking account for the PAC was
16 registered.

17 Q. And were you involved in opening the bank account for the
18 PAC?

19 A. I was, yes.

20 MR. SINGER: Permission to publish, Your Honor,
21 what's already been introduced into evidence as USA 41C?

22 THE COURT: You may do so.

23 Q. Do you recognize this?

24 A. I do.

25 Q. What is it?

KAMRASS - DIRECT

1 A. Receipt from Fifth Third Bank showing the creation of the
2 bank account for Progress and Growth PAC that I signed.

3 Q. Does this indicate that you are a signator on the
4 account?

5 A. Yes, it does.

6 MR. SINGER: You can put that down, Ms. Terry.

7 Q. Who was responsible for tracking money into the PAC?

8 A. I was.

9 Q. Did anyone else track the contributions?

10 A. Mr. Sittenfeld did as well, yes.

11 Q. Can you describe Sittenfeld's level of involvement in the
12 work that you were doing?

13 A. Yeah. He was very granularly involved, more involved
14 certainly than most other clients I had. Would check records
15 every day, and make sure checks had been deposited. Would
16 want to know about if there had been any mail received that
17 had contributions on any given day, and would kind of
18 micromanage the process of receiving a check, giving the check
19 to me, and then having the check be deposited within the bank
20 account.

21 Q. Based on your conversations with Sittenfeld, what was his
22 strategy for raising money into the PAC?

23 A. Raised from donors who had given either to him before or
24 to other candidates for mayor, or folks who had interest
25 before the city.

KAMRASS - DIRECT

1 Q. Can you describe the conversations that you had with
2 Sittenfeld about raising money from individuals with business
3 before the city?

4 A. Yeah. He was very interested in anyone that was either
5 meeting with him in his office. He instructed -- as I recall,
6 he instructed his office staff to make a list of anyone who
7 had scheduled an appointment in his office, as well as to make
8 lists of anyone that had an ongoing contract for some service
9 with the city.

10 And there had also been discussions about finding out who
11 all had replied to requests for proposals that the city had
12 put out over the course of some time, to see who had wanted to
13 do business with the city.

14 Q. Did you track at all those types of individuals with
15 business before the city as far as reaching out to them for
16 donations?

17 A. Yeah. Those individuals were kept in a spreadsheet that
18 we shared. And then Mr. Sittenfeld or I would essentially put
19 a number next to each of them that he hoped to ask or solicit
20 funds from.

21 Q. Did Mr. Sittenfeld use a name to describe these types of
22 donors?

23 A. These donors were described as transactional donors.

24 Q. Was that a term used by Sittenfeld?

25 A. It was, yes.

1 Q. Did Sittenfeld say why he used that particular term?

2 A. As I recall, it was just meant to signify these were
3 folks who were trying to get something out of the city, and so
4 that was why the term transactional was used.

5 Q. Was this transactional donor list, was it created after
6 the PAC was incorporated?

7 A. I believe it was, yes.

8 Q. Did you discuss with Mr. Sittenfeld any other possible
9 candidates for the mayor of Cincinnati in 2018?

10 A. Yes.

11 Q. Can you describe who some of those potential individuals
12 would be?

13 A. Alicia Reece, Christopher Smitherman, Mark Mallory. I'm
14 sure there were others. Those are the only ones I recall at
15 the time.

16 Q. Do you see there's a series of binders in front of you?

17 MR. SINGER: May I approach, Your Honor?

18 THE COURT: You may.

19 MR. SINGER: I just want to direct him to the correct
20 binder.

21 THE COURT: Sure.

22 Q. The binder's in front of you. I'm going to tell you
23 exactly which one to turn to.

24 A. Okay.

25 Q. Can you flip to 41H please, for identification?

KAMRASS - DIRECT

1 A. Yes.

2 Q. Do you recognize this?

3 A. I do.

4 Q. And what is this?

5 A. This is an email sent from Mr. Sittenfeld to myself in
6 2018.

7 Q. And how do you recognize it as such?

8 A. The sender is Mr. Sittenfeld's personal gmail account,
9 and I'm the recipient.

10 MR. SINGER: Your Honor, permission to move USA 41H
11 into evidence at at this time.

12 THE COURT: Mr. Rittgers?

13 MR. C. MATTHEW RITTGERS: No objection, Your Honor.

14 MR. SINGER: Permission to publish to the jury?

15 THE COURT: 41H is admitted without objection and may
16 be published to the jury.

17 MR. SINGER: Ms. Terry, could you please blow up the
18 portion that starts "forwarded message."

19 Q. Mr. Kamrass, can you please read the subject matter of
20 this email?

21 A. "CS report findings."

22 Q. Who did you understand CS to be?

23 A. Christopher Smitherman.

24 Q. And who is Christopher Smitherman?

25 A. He was a member of city council at the time, and was

KAMRASS - DIRECT

1 thought to be a potential candidate for mayor.

2 Q. Then do you see, about a third of the way down, the
3 bolded and underlined. Do you see that?

4 A. Yes.

5 Q. Can you read that, please?

6 A. "People who gave to both of us."

7 Q. Based on the context of this email, and your own personal
8 understanding, what did that mean?

9 A. Those were donors who had given to both Mr. Sittenfeld,
10 his campaign, as well as to Mr. Smitherman's campaign.

11 Q. Can you please read the subject matter of the email,
12 starting with "I did," until the second tab on the email?

13 A. "I did a very quick look through of the reports and
14 pulled the stuff below, sure I missed a few, but here are my
15 general findings.

16 "Obviously need to and will make sure labor doesn't
17 support him. Should stop the developers like Bastos, Neyer,
18 Medpace, et cetera, from supporting both of us, i.e., the
19 reason for the deck we've created, and probably reach those
20 audiences sooner rather than later."

21 Q. Based on your understanding as the recipient of the
22 email, who is Bastos?

23 A. My understanding is it was an individual named David
24 Bastos.

25 Q. Did David Bastos regularly conduct business with the

KAMRASS - DIRECT

1 city?

2 A. Yes, I believe he did.

3 Q. And who is he? What is the nature of his work?

4 A. I believe in real estate development.

5 Q. And do you know, based on your understanding, who Neyer
6 is?

7 A. Yeah. I believe that's referencing Dan Neyer, or his
8 company, Neyer Properties, also a developer in the city.

9 Q. Neyer Properties does business in the city?

10 A. Yeah. I believe so, yes.

11 Q. The last one, is it Medpace?

12 A. I understood it to be Medpace, yes.

13 Q. Who is Medpace?

14 A. A company based in the city, that also was doing a lot of
15 development in the city as well.

16 Q. Had you had conversations with Sittenfeld about raising
17 money from Bastos?

18 A. Yes.

19 Q. Do you recall anything specific about that?

20 A. Just that he suspected he would be a high volume giver,
21 and had given to other races like this in the past.

22 Q. Did you have conversation with Sittenfeld about raising
23 money from Neyer?

24 A. Yes. Same concept. He had given in the past and was a
25 high potential volume giver.

KAMRASS - DIRECT

1 Q. Did you have conversation with Sittenfeld about raising
2 money from Medpace?

3 A. Yes. Similarly, the leadership of Medpace had given to
4 other candidates for mayor in the past.

5 Q. Do you see where he says, "Should stop the developers --"
6 and then lists those three names -- "from supporting both of
7 us." What did you understand that to mean?

8 A. His intention was to make clear to those individuals or
9 entities that he didn't want them to support Mr. Smitherman,
10 as well as supporting him. He wanted them to solely support
11 him.

12 Q. And in your experience, how did Sittenfeld intend to stop
13 the developers from supporting both him and Smitherman?

14 A. By convincing them that he was overwhelmingly likely to
15 be elected mayor, based on his own electoral history in the
16 city, and the overwhelming democratic leaning of the city,
17 that he thought that it would be unlikely that there would
18 be -- that a non-democratic candidate could get elected mayor.

19 So by convincing them that he was likely to win, he --
20 his hope or expectation for them was that they would only back
21 him.

22 Q. Did he ever indicate to you whether he was paying
23 attention as to whether individuals supported both him and an
24 opponent?

25 A. Yes, frequently.

KAMRASS - DIRECT

1 Q. Can you describe that?

2 A. Just that he took note of folks who gave to both, and
3 that, you know, it wasn't something he was likely to forget.

4 Q. What do you mean "it wasn't something that he was likely
5 to forget"?

6 A. I understood it to mean when he was mayor, that if he
7 were to be elected mayor, that --

8 MR. C. MATTHEW RITTGERS: Your Honor, this is --
9 objection.

10 THE COURT: You can stand and make an objection.

11 MR. C. MATTHEW RITTGERS: Objection, Your Honor.

12 THE COURT: Basis?

13 MR. C. MATTHEW RITTGERS: Speculation.

14 THE COURT: Sustained.

15 Q. Did you have any conversations with Sittenfeld in which
16 he expressed what he intended -- if he ever expressed to you
17 whether or not he would treat favorably or unfavorably people
18 who contributed to his campaign?

19 A. Yes.

20 Q. Can you describe those?

21 A. Again, my understanding from those conversations was that
22 he would look more favorably upon those who contributed to him
23 and only him.

24 Q. There's a reference in the email to the "deck we've
25 created." What do you understand that to mean?

KAMRASS - DIRECT

1 A. I believe that's referencing a presentation that he had
2 that demonstrated why he was the overwhelmingly likely favor
3 to be elected mayor in 2021.

4 Q. And based on your personal experience, how did Sittenfeld
5 use that deck?

6 A. To persuade potential donors why they should give to him.

7 Q. All right. Do you know an individual named Chinedum
8 Ndukwe?

9 A. I do, yes.

10 Q. During the time you worked for the PAC, did Sittenfeld
11 ever mention a project involving Ndukwe?

12 A. Yes, he did.

13 Q. What do you recall about that?

14 A. Just that there was a project on Elm Street that he was
15 working on, and that he met with Mr. Ndukwe about it, and some
16 people he thought were investors in the project as well.

17 Q. All right. Did Sittenfeld request money from Ndukwe in
18 2018?

19 A. Yes, he did.

20 Q. And do you recall whether Ndukwe contributed to
21 Sittenfeld in 2018?

22 A. My recollection is that an associate of Mr. Ndukwe's
23 contributed.

24 Q. Did you have any understanding as to who the actual
25 source of the donation was?

KAMRASS - DIRECT

1 A. My understanding was that the source was Mr. Ndukwe.

2 MR. C. MATTHEW RITTGERS: Your Honor, there's no
3 basis for that.

4 THE COURT: Yeah. So is that moving to strike, or
5 what are you doing?

6 MR. C. MATTHEW RITTGERS: Yes, Your Honor, move to
7 strike.

8 THE COURT: That will be stricken. If you want to
9 try and establish a foundation, you can do so.

10 MR. SINGER: Thank you, Your Honor.

11 THE COURT: The jury shall disregard the answer he
12 gave to the previous question.

13 Q. Can you please turn in your binder to USA 41G.

14 A. Yes.

15 Q. Do you recognize this?

16 A. I do, yes.

17 Q. What is it?

18 A. A series of text messages sent from Mr. Sittenfeld to me.

19 Q. And how do you recognize it as such?

20 A. The phone number from which it was sent is
21 Mr. Sittenfeld's, and it was sent to my cell phone.

22 MR. SINGER: Your Honor, government moves USA 41G
23 into evidence at this time.

24 MR. C. MATTHEW RITTGERS: No objection, Your Honor.

25 THE COURT: USA 41G is admitted without objection.

KAMRASS - DIRECT

1 MR. SINGER: Permission to publish to the jury, Your
2 Honor?

3 THE COURT: You may do so.

4 Q. All right. Can you describe for the jury what we're
5 looking at, Mr. Kamrass?

6 A. Yes. These are text messages between Mr. Sittenfeld and
7 myself.

8 Q. And which of the boxes indicate text messages from you?

9 A. From me?

10 Q. From you.

11 A. Those are in green.

12 Q. And which indicate messages from Sittenfeld?

13 A. Those are in blue.

14 Q. Can you please read the first blue message from
15 Sittenfeld?

16 A. "Just trying to stay organized on everything. Did Chin's
17 associate deliver check yet? And how about Goodin or
18 Graydon?"

19 Q. Can you read your response, please?

20 A. "He didn't text me back to meet up today. And nothing
21 from Goodin."

22 Q. And then the last message?

23 A. "Okay. Just so long as we don't let these people flake."

24 Q. Did you have any conversations with Sittenfeld as to who
25 was the source of the contribution referenced in this message?

KAMRASS - DIRECT

1 A. My understanding was that Mr. Ndukwe was the source, yes.

2 Q. In 2018, were you aware of a ballot initiative that could
3 potentially impact your ability to raise contributions from
4 limited liability companies on behalf of candidates?

5 A. Yes.

6 Q. Can you describe that, please?

7 A. The initiative would create an amendment to the city
8 charter in Cincinnati to, essentially, close a loophole that
9 existed, in which any LLC, regardless of who owned it or was
10 responsible for it, could also contribute as an individual.

11 So prior to that ballot initiative, individuals who owned
12 several, ten, I don't know, several LLCs could contribute up
13 to \$1,100 each from their LLCs.

14 The charter amendment would close that loophole and say
15 that individuals could only give once, regardless if it was
16 through themselves or through any relevant LLC.

17 Q. You mentioned LLCs. Is that an acronym?

18 A. Yeah, for limited liability corporation.

19 Q. Do you know whether Mr. Sittenfeld made any public
20 statements about whether he supported the ballot initiative?

21 A. Yes. He was publicly supportive of it.

22 Q. And did Mr. Sittenfeld make any statements indicating
23 whether he thought it would pass?

24 A. Yeah. He believed that it would pass easily.

25 Q. And did the potential change in the law impact

KAMRASS - DIRECT

1 fundraising on behalf of the campaign, in your experience?

2 A. Yes. Significantly, yes.

3 Q. Can you describe that?

4 A. Individuals who had the capacity to contribute, you know,
5 money orders in magnitude more than the \$1,100 maximum, who
6 had been able to do so through LLCs, now could only give
7 \$1,100 in total.

8 Q. Did Sittenfeld ever mention individuals named Brian
9 Bennett and Rob Miller?

10 A. He did, yes.

11 Q. And when did you first discuss these individuals with
12 Sittenfeld?

13 A. I believe it was the second half of 2018.

14 Q. Were you aware whether Sittenfeld ever met with these
15 individuals?

16 A. Yes. I believe he did several times.

17 Q. How is it that you're aware of that?

18 A. He relayed to me that he talked with them or met with
19 them.

20 Q. And what do you remember about the conversation?

21 A. He solicited funds from them for the Progress and Growth
22 PAC.

23 Q. And did Sittenfeld receive checks from Mr. Miller and
24 Mr. Bennett?

25 A. Yes, he did.

KAMRASS - DIRECT

1 Q. How do you know that?

2 A. He told me that he had.

3 Q. Did you receive those checks?

4 A. Yes. Mr. Sittenfeld gave them to me.

5 Q. And why did you receive them?

6 A. For the purposes of processing them, and then enter- --
7 and then depositing them into the account.

8 MR. SINGER: Your Honor, permission to publish what's
9 previously been admitted as USA 20F?

10 THE COURT: You may do so.

11 Q. Do you recognize this?

12 A. I do, yes.

13 Q. And what is it?

14 A. A contribution made out to Progress and Growth PAC for
15 \$5,000.

16 Q. And what is the date on that check?

17 A. November 27, 2018.

18 MR. SINGER: Your Honor, permission to publish what's
19 previously been admitted as USA 20G?

20 THE COURT: You may.

21 Q. Do you recognize this?

22 A. Yes. This is another check, a contribution to Progress
23 and Growth PAC for \$5,000 on the same day.

24 Q. Are these the checks that you received from Sittenfeld?

25 A. Yes.

KAMRASS - DIRECT

1 Q. And what did you do with these checks after you received
2 them?

3 A. Began the process of making sure that the PAC had
4 received them. For both of these checks, I discovered that
5 they were coming from corporations, which my understanding of
6 FEC law was that a PAC could not receive contributions from
7 corporations.

8 Q. So were you able to deposit these checks?

9 A. No, I did not deposit them.

10 Q. Did you receive any additional checks to the PAC from
11 Sittenfeld in 2018?

12 A. Yes, I believe so.

13 Q. Were these checks from Rob Miller and Brian Bennett?

14 A. Yes, that's how it was described to me.

15 MR. SINGER: Your Honor, permission to publish what's
16 previously been admitted as USA 41A?

17 THE COURT: You may do so.

18 Q. Do you recognize this check on the first page of USA 41A?

19 A. I do, yes.

20 Q. And what is it?

21 A. Contribution for \$5,000 to Progress and Growth PAC,
22 December 11, 2018.

23 Q. Can you please read the name on the check?

24 A. Stirling Securities.

25 Q. And is that signed by an individual?

KAMRASS - DIRECT

1 A. I believe Kelly Harrison is the signatory.

2 Q. And how much is the check for?

3 A. \$5,000.

4 MR. SINGER: Can you go to page 2, Ms. Terry.

5 Q. Can you tell whether this check was deposited?

6 A. Yes. This is the receipt from Fifth Third showing that
7 it was deposited.

8 MR. SINGER: Page 3, please.

9 Q. Do you recognize this?

10 A. I do, yes.

11 Q. What is it?

12 A. Contribution to Progress and Growth PAC for \$5,000 on
13 December 11, 2018.

14 Q. And do you know who provided this check?

15 A. It's from the Orion Group, signed by, I think, Nathan
16 Baker.

17 Q. Is this a check you received from Sittenfeld?

18 A. That's correct, yes.

19 Q. And where did he say he got the check?

20 A. He received this check from Mr. Miller and Mr. Bennett.

21 Q. Okay. And how much is this check for?

22 A. \$5,000.

23 Q. And can you tell when this check was deposited?

24 A. Yes. This is from Fifth Third showing that the check was
25 accepted into the account.

KAMRASS - DIRECT

1 Q. Do you recognize this check?

2 A. I do.

3 Q. What is it?

4 A. Contribution of \$5,000 to Progress and Growth PAC on
5 December 11, 2018, from CII, Inc., signed by Kate Collins.

6 Q. How much is the check for?

7 A. \$5,000.

8 Q. Did Mr. Sittenfeld make any statements as to where he got
9 this check?

10 A. This check was also provided by Mr. Bennett and
11 Mr. Miller.

12 Q. Can you tell whether this was deposited?

13 A. Yes, it was. This is from Fifth Third showing it was
14 accepted.

15 Q. Do you recognize this check?

16 A. I do.

17 Q. And what is it?

18 A. Contribution to Progress and Growth PAC, \$5,000, on
19 December 11, 2018.

20 Q. And who signed it?

21 A. Mark Davis.

22 Q. And did Mr. Sittenfeld make any statements as to where he
23 got the check?

24 A. Yes. Again, this was provided by Mr. Bennett and
25 Mr. Miller.

KAMRASS - DIRECT

1 Q. Who deposited these checks into the Fifth Third account?

2 A. I did, sir.

3 Q. Based on your experience working for Sittenfeld, did he
4 pay attention to whether PAC or campaign contributions were
5 deposited into accounts in a timely manner?

6 A. Yes, he did.

7 MR. SINGER: Your Honor, permission to publish what's
8 previously been admitted as 40B?

9 THE COURT: You may do so.

10 Q. Do you recognize this?

11 A. I do, yes.

12 Q. And what is it?

13 A. This is a campaign finance re- -- or a finance report for
14 Progress and Growth PAC filed with the FEC in January of 2019.

15 Q. And was this -- you see at the bottom of the page,
16 Section 5, is that your signature?

17 A. It is, yes.

18 Q. All right. Prior to filing this, did you have any
19 discussions with Sittenfeld about who to attribute the checks
20 to on FEC forms?

21 A. Yes.

22 Q. Could you describe that?

23 A. For an LLC to contribute to a PAC, it also has to be
24 associated with an individual. And so when we received checks
25 for the PAC from an LLC, it would -- Mr. Sittenfeld needed to

KAMRASS - DIRECT

1 get the name of the individual for whom that could be
2 attributed as part of the report.

3 Q. And did you have any conversations with Sittenfeld about
4 who these checks were attributed to?

5 A. Yes.

6 Q. Could you describe that?

7 A. Once I verified that the entities from those four checks
8 had come from LLCs and thus could be accepted, under my
9 understanding, we discussed that there needed to be four
10 separate individuals, since the individual maximum is \$5,000.

11 And we discussed that the registered agents and
12 signatories of those checks were those four individuals shown
13 on the checks, and that he would confirm with Mr. Miller or
14 Mr. Bennett that those names were correct.

15 Q. Can you turn to page 6, please.

16 Before we get to page 6, did Mr. Sittenfeld make any
17 statements as to whether or not Miller or Bennett's name
18 should be attributed on the filing?

19 A. He had told me that they had indicated they did not want
20 their names on any public report.

21 Q. All right. Turning to page 6, sorry, page 7, do you see
22 paragraphs 7A?

23 A. I do, yes.

24 Q. Do you recognize the name Mark Davis?

25 A. I do.

1 Q. Is that the name that was on one of the checks from Brian
2 Bennett and Rob Miller?

3 A. Yes.

4 Q. And what is the amount of that check?

5 A. \$5,000.

6 Q. Do you recognize on the same page in Section C?

7 A. I do, yes.

8 Q. Do you recognize that name?

9 A. Yes, I do, Kate Collins.

10 Q. Is that a name that was on the check from Rob Miller and
11 Brian Bennett?

12 A. Yes.

13 Q. And what is the amount of that?

14 A. \$5,000.

15 Q. Turn to page 9, please.

16 Do you see 9A?

17 A. Yes.

18 Q. Do you recognize that name?

19 A. I do.

20 Q. Is this a name on a check that was received by Sittenfeld
21 from Rob Miller and Brian Bennett?

22 A. Yes.

23 Q. What is the amount of that check?

24 A. \$5,000.

25 Q. And then 9C, do you recognize that name?

KAMRASS - DIRECT

1 A. Yes.

2 Q. Is this the name on a check Sittenfeld received from Rob
3 Miller and Brian Bennett?

4 A. Yes.

5 Q. And what is the amount of that?

6 A. \$5,000.

7 MR. SINGER: Your Honor, may we approach at sidebar?

8 THE COURT: You may.

9 SIDEBAR CONFERENCE

10 MR. SINGER: Your Honor, we have a PAC filing that
11 comes from a period that we had neglected to include on our
12 exhibit list.

13 We would ask to introduce it through this witness. He
14 can authenticate it and testify to its admissibility, but we
15 wanted to raise it.

16 MR. C. MATTHEW RITTGERS: Is it what you just went
17 through?

18 MR. SINGER: No. It's the period from January to
19 July 2019.

20 MR. C. MATTHEW RITTGERS: Do I have that?

21 MR. SINGER: You don't, no.

22 MR. C. MATTHEW RITTGERS: I would need to have this.
23 What's the purpose of the admission?

24 MR. SINGER: We just want to make sure that the full
25 PAC documents are included in the record.

KAMRASS - DIRECT

1 THE COURT: So have you provided this?

2 MR. SINGER: We just pulled it from the FEC website
3 today.

4 MR. C. MATTHEW RITTGERS: I would have to look at
5 this, Your Honor.

6 THE COURT: Yeah. Mr. Rittgers would, at least, need
7 the opportunity to consider it.

8 MR. SINGER: Absolutely, Your Honor. Absolutely.

9 THE COURT: Maybe we should take a morning break?

10 MR. SINGER: No objection to that. I apologize.

11 THE COURT: One other issue. Could you refer to him
12 as Mr. Sittenfeld rather than Sittenfeld?

13 MR. SINGER: Absolutely.

14 THE COURT: Thank you.

15 MS. GLATFELTER: I would just note, Your Honor, we
16 want to make sure we're abiding by the Court's instruction.

17 We're not introducing anything about the current status
18 of the PAC. There's nothing in there that shows --

19 THE COURT: I understand. I think Mr. Rittgers
20 should have an opportunity to review it and consider whether
21 he wants to make any objections, and what objections he wants
22 to make, since he's just now receiving this document, so...

23 MS. GLATFELTER: Absolutely. I just wanted to make
24 that clear.

25 THE COURT: Thank you.

KAMRASS - DIRECT

1 MR. C. MATTHEW RITTGERS: And since we're on the
2 record, Your Honor, you know, we just now heard a lot of stuff
3 about straw donor, and FEC, and it's just more reason why we
4 need Caleb Burns.

5 Almost everything that Mr. Kamrass has testified to is
6 legal, except for the straw donor stuff, which is news to us.
7 It's not in the indictment, we were not noticed of straw
8 donors coming into this trial, one. And two, it's all legal
9 and permissible, but the jury probably thinks that it's all
10 nefarious conduct now.

11 THE COURT: I think the jury instructions should
12 address those concerns, and the Court will tell them that it
13 is legal, and --

14 MR. C. MATTHEW RITTGERS: That's fine. He's been
15 testifying, it was about an hour and half, about targeting
16 people's business in front of the city, that's not in the
17 preliminary instructions.

18 There's nothing in the preliminary instructions, or the
19 jury instructions, I should say, that a candidate can target
20 people who have business in front of the city, including
21 developers.

22 You can have a target list, and it's not prohibited in
23 Cincinnati. It's not prohibited right now at all. It wasn't
24 at the time, in 2018 or 2019.

25 A lot of testimony was just elicited that the jurors are

KAMRASS - DIRECT

1 going to think is improper and illegal that's, frankly, not,
2 and now we're going to have to go hunting with the defense
3 witness, who is in a proffer agreement, to try to clean this
4 up.

5 MR. SINGER: Your Honor, this is the subject matter
6 that we briefed in our motion in response to the JK motion to
7 exclude him. We said this was what he was going to testify
8 about, and the Court found it admissible.

9 THE COURT: Yeah. Well, so that's why I asked last
10 evening whether there were other topics that we needed to
11 address in that instruction.

12 And, again, I want to be very clear that I don't think
13 that legal conduct -- that the government should be able to
14 create an appearance of impropriety surrounding illegal
15 conduct.

16 And, you know, I think a lot of aspects of campaign
17 finance law are somewhat foreign to lay juries, and things
18 that sound illicit or nefarious, to use the term Mr. Rittgers
19 just used, in fact are legal under our system of campaign
20 finance.

21 And I do want to make sure that the jury is instructed on
22 the law, and I don't care if the instruction gets long, or if
23 it seems to be a focus. At this point, it's the government
24 that's making these campaign finance issues somewhat of a
25 focus in this litigation.

KAMRASS - DIRECT

1 So I will entertain requests from the defense to expand
2 the instruction to include further descriptions of things that
3 are legal under campaign finance law, because I don't think
4 it's appropriate that you illicit this testimony and make it
5 sound like there's something nefarious going on if when, in
6 fact, what's going on is perfectly legal under campaign
7 finance law.

8 MR. SINGER: I don't think that anything that we
9 described was inconsistent with the instruction that's already
10 there. The jury's going to determine whether it was bundling,
11 or they were trying to hide the source.

12 THE COURT: I think the description of a target list
13 may end up creating some suggestion in the jury's mind, and
14 even the use of the word "target" is somewhat suggestive of
15 something illicit.

16 And I think Mr. Rittgers, at least based on my
17 understanding of campaign finance law, and I'm not an expert
18 on all that but, you know, the jury needs to be instructed on
19 it.

20 If target lists are perfectly permissible conduct, you
21 don't want the jury to have an inference that there was
22 something untoward about the use of a target list.

23 And my understanding of campaign finance law is that
24 there's nothing inappropriate about soliciting contributions
25 from people who have business in front of the office, so long

KAMRASS - DIRECT

1 as there is nothing tying the contribution to favorable
2 treatment, or no threat that a lack of contribution will lead
3 to unfavorable treatment. And, you know, I think the jury
4 needs to be told that.

5 MR. SINGER: That was the purpose of the testimony,
6 though. There's a list, and then he went and said that
7 certain -- if they didn't contribute to him, then they would
8 get favorable treatment, unfavorable treatment, so that's the
9 whole point of the testimony. And it shows intent. So when
10 he did the same thing with Ndukwe, that that was his intent
11 there.

12 MR. C. MATTHEW RITTGERS: That wasn't the testimony,
13 I don't believe.

14 THE COURT: No. He did testify that his
15 understanding was that the people would receive less favorable
16 treatment if they had not contributed.

17 My only point is if you want to make that argument, I
18 have no problem with that. But I don't want the jury thinking
19 that merely soliciting contributions from people who happen to
20 have business in front of the city is somehow inappropriate,
21 because I don't believe it is.

22 So I would be willing to expand the instruction to make
23 it clear that the Court is going to tell the jury that there's
24 nothing inherently inappropriate about soliciting
25 contributions from people who happen to have business pending

KAMRASS - DIRECT

1 in front of the city.

2 MR. C. MATTHEW RITTGERS: Thank you, Your Honor.

3 THE COURT: We'll have to figure out how to add that.

4 MR. C. MATTHEW RITTGERS: Thank you.

5 THE COURT: Do we want to take a break now so we
6 could go through that, Mr. Rittgers?

7 MR. C. MATTHEW RITTGERS: Yes, Your Honor.

8 SIDEBAR CONFERENCE CONCLUDED

9 THE COURT: Ladies and gentlemen of the jury, we've
10 decided that this would be an appropriate time -- it's a
11 little early, but this would be an appropriate time to take a
12 break to allow us to address a couple matters.

13 I am hoping to keep it to 15 minutes, but probably
14 20 minutes is my realistic, just given the way things are
15 going.

16 So please be ready to come back down in about 15 minutes
17 or so. As always, please do not discuss this case amongst
18 yourselves. Please do not do any research about any of the
19 facts that are at issue here.

20 Please do not communicate with anyone about the case. If
21 anyone attempts to communicate with you, please bring it to my
22 attention immediately. Please do not begin to form any
23 opinions about the matters at issue in this case.

24 With that, we can take a break.

25 (Jury out at 10:22 a.m.)

KAMRASS - DIRECT

1 THE COURT: Anything else we need to discuss before
2 we take our break?

3 MR. SINGER: No, Your Honor.

4 MR. C. MATTHEW RITTGERS: No, Your Honor.

5 THE COURT: Why don't we take about a 15- or
6 20-minute break. If you need more time, Mr. Rittgers, to
7 review the materials, please let me know.

8 (Brief recess.)

9 THE COURT: Mr. Rittgers, did you have an opportunity
10 to review that exhibit?

11 MR. C. MATTHEW RITTGERS: Yes, Your Honor.

12 THE COURT: Are you prepared to proceed?

13 MR. C. MATTHEW RITTGERS: Yes.

14 THE COURT: Do you have any objection to the exhibit?

15 MR. C. MATTHEW RITTGERS: No, Your Honor.

16 THE COURT: Very good. Let's bring the jury in.

17 MR. SINGER: May I approach to continue, Your Honor?

18 THE COURT: Yes, although the continued part should
19 wait until the jury gets here.

20 MR. C. MATTHEW RITTGERS: Your Honor, so long as the
21 non-objection to that exhibit does not, again, waive our
22 objection to the entirety of his testimony.

23 THE COURT: Absolutely. Understand. That is
24 preserved.

25 Do you know approximately how much time you're going to

KAMRASS - DIRECT

1 be with this witness?

2 MR. SINGER: Less than five minutes.

3 THE COURT: Okay.

4 (Jury in at 10:52 a.m.)

5 THE COURT: Mr. Singer, you may continue.

6 MR. SINGER: Thank you, Your Honor.

7 THE COURT: Mr. Kamrass, I'll remind you you remain
8 under oath.

9 THE WITNESS: Yes.

10 MR. SINGER: Your Honor, may I approach the witness?

11 THE COURT: You may.

12 BY MR. SINGER:

13 Q. I've handed the witness, for purposes of identification,
14 United States Exhibit USA 40F.

15 Do you recognize United States Exhibit 40F, Mr. Kamrass?

16 A. Appears to be a midyear report filed by Progress and
17 Growth PAC to the FEC in 2019.

18 Q. Do you see your signature at the bottom?

19 A. I do, yes.

20 Q. So can you describe what this document is?

21 A. One of the periodic reports to the FEC detailing
22 contributions and expenditures.

23 Q. And how is it that you recognize it as such?

24 A. This is the form that you put that information on to
25 submit to the FEC.

KAMRASS - DIRECT

1 MR. SINGER: Your Honor, at this time, the government
2 moves for admission into evidence of USA Exhibit 40F.

3 MR. C. MATTHEW RITTGERS: No objection, Your Honor.

4 THE COURT: USA 40F is admitted without objection.

5 Q. Mr. Kamrass, I'm not going to ask you about 40F at this
6 time.

7 How would you describe your interactions with
8 Mr. Sittenfeld about the checks he received from Brian Bennett
9 and Rob Miller?

10 A. He described that the checks had come from them, and they
11 had given them to him personally and then gave them to me.

12 Q. Did you have any discussions with Sittenfeld about
13 raising money into the PAC in 2019?

14 A. Yes. My understanding was that FEC contribution limits
15 reset every calendar year, so anyone who contributed in 2018,
16 even if it was the max, the maximum allowed, could then
17 contribute again in 2019.

18 Q. And did you have any discussions with Sittenfeld about
19 raising money to the PAC from Brian Bennett and Rob Miller?

20 A. Yes.

21 Q. Can you describe that?

22 A. He intended to solicit contributions from them to the PAC
23 again in 2019.

24 Q. Did you have any further discussions with Sittenfeld
25 about Rob Miller and Brian Bennett in 2019?

KAMRASS - DIRECT

1 A. Yeah. He had mentioned to me, described them, he thought
2 they might be undercover FBI agents. He thought there was
3 something not normal about them, and not normal relative to
4 how other developers typically interact.

5 Q. Did he say anything about what he thought of them
6 personally?

7 A. He thought they were sleazy.

8 Q. Can you please look in your binder at USA 41E?

9 A. Yes.

10 Q. Do you recognize this?

11 A. I do.

12 Q. What is it?

13 A. An email from Mr. Sittenfeld to me.

14 Q. How do you recognize it as such?

15 A. Sent from his personal gmail to me.

16 MR. SINGER: Your Honor, at this time, the government
17 moves for admission of USA 41E.

18 MR. C. MATTHEW RITTGERS: No objection, Your Honor.

19 THE COURT: USA 41E is admitted without objection.

20 MR. SINGER: Permission to publish to the jury, Your
21 Honor?

22 THE COURT: You may.

23 Q. Can you read the date on this email?

24 A. February 6, 2019.

25 Q. Do you recall receiving this email?

KAMRASS - DIRECT

1 A. I do, yes.

2 Q. Did you click on that link?

3 A. I did.

4 Q. Embedded in the link are -- is a description of where
5 it's going to go. Can you describe that?

6 A. It's a story published by the New York Times the day
7 before about FBI corruption investigations in cities.

8 Q. Did you click on the link?

9 A. I did, yes.

10 Q. Did you read the article?

11 A. I did, yes.

12 Q. Do you recall what the article was about?

13 A. Just that the FBI was prioritizing public corruption in
14 cities across the country.

15 Q. Did you discuss this email with Mr. Sittenfeld?

16 A. I did, yes.

17 Q. What do you recall about that conversation?

18 A. Obviously, it was something he was concerned about, and
19 then subsequently asked that we move our electronic
20 communication or text messages to a different encrypted act.

21 Q. Can you describe that?

22 A. The app that was used was called Signal, and there's
23 settings on it to where you can set the messages to
24 automatically delete after a certain amount of time.

25 And it's also encrypted. My understanding is that means

KAMRASS - DIRECT/CROSS

1 it can't be accessed from anyone else except to the users.

2 Q. And do you recall any conversations with Mr. Sittenfeld
3 about why he wanted an encrypted app to use for
4 communications?

5 A. Just that he was concerned about anyone other than the
6 two of us being able to read the content of our conversations.

7 Q. And this was in response to the email that was in 41E?

8 A. I believe so, yes. That's my recollection, yes.

9 Q. Mr. Kamrass, previously we discussed donor lists. Do you
10 recall that?

11 A. I do, yes.

12 Q. Do you recall whether Mr. Ndukwe was included on the
13 donor list that we previously discussed?

14 A. He was.

15 MR. SINGER: No further questions at this time, Your
16 Honor.

17 THE COURT: Thank you, Mr. Singer.

18 CROSS-EXAMINATION

19 BY MR. C. MATTHEW RITTGERS:

20 Q. Mr. Kamrass --

21 MR. C. MATTHEW RITTGERS: This is not published,
22 correct, Scott? It's just for me? Okay.

23 Q. -- you and I have never met?

24 A. Sorry?

25 Q. You and I have never talked about this case, correct?

1 A. That's correct.

2 Q. I have an outline list of questions, but before I do
3 that, I just want to go through what I think I heard on
4 direct, because I think a lot of people in this courtroom
5 might not understand PAC and campaign law and fundraising.

6 And I just want to make sure we are on the same page as
7 to what is permissible, legal, and typical in that world,
8 okay?

9 A. Sure.

10 Q. Did you prepare with the prosecution before you testified
11 today?

12 A. I met with the prosecutors, yes.

13 Q. And they told you what questions they were going to ask
14 you, correct?

15 A. Not necessarily, no.

16 Q. You didn't go through an outline as to what they were
17 going to ask you?

18 A. Generically, yes, but nothing specific.

19 Q. You didn't review these documents that you've --

20 A. I did review the documents, yes.

21 Q. And they generically told you, hey, we're going to talk
22 about this, we're going to talk about this?

23 A. Correct, yes.

24 Q. They asked you questions, so they knew how your answers
25 were going to be on the stand, correct?

1 A. Yes.

2 Q. All right. I hear, I believe when you first started, and
3 correct me if I'm wrong during any of this, that you said that
4 when you first, as a campaign strategist, which you are,
5 correct?

6 A. Correct.

7 Q. Are you still to this day?

8 A. I am, yes.

9 Q. You would ask a potential candidate to go through their
10 phone, potentially, look for friends and family to create a
11 list of target donors, right?

12 A. That's correct.

13 Q. You call those donors targets, right?

14 A. Correct.

15 Q. And friends and family, you call them targets, right?

16 A. Anyone, yes.

17 Q. All right. And you also look at people who have donated
18 in the past to that individual candidate, they're targets,
19 right?

20 A. Yes.

21 Q. And you also look at people who had donated, or
22 fundraised, or bundled to other similar candidates in the
23 past, correct?

24 A. Correct.

25 Q. And they're targets?

1 A. Correct.

2 Q. You, I believe, testified that your three primary roles
3 as a strategist are to maintain a fundraising database, right?

4 A. Yes.

5 Q. A PAC compliance was one of them, correct?

6 A. There was also compliance council, but I maintained the
7 day-to-day transactions of the account, yes.

8 Q. And part of how you hold yourself out to the public,
9 specifically people that are going to run for office, is that
10 you can help them with compliance, correct?

11 A. That's correct.

12 Q. And you're paid to do that, to help people with
13 compliance?

14 A. Correct.

15 Q. And you also, I think, you said the third thing was
16 you're a political consultant?

17 A. Correct.

18 Q. When did you say you started working with P.G. as a paid
19 consultant?

20 A. 2018, I believe.

21 Q. You sent P.G. an email on July 12th of 2017, with an
22 Excel sheet in it?

23 A. Yes.

24 Q. Do you recall that?

25 A. I see it here in front of me.

1 THE COURT: It's not published to the jury. I think
2 it's published to the witness.

3 MR. C. MATTHEW RITTGERS: Oh, that might not even be
4 the email.

5 THE COURT: Okay.

6 Q. There's a July 2017 email that you sent to P.G. with an
7 Excel sheet that had -- the title of the Excel sheet was "CBC
8 and CRBC," this is before you even worked for P.G., right?

9 A. Can you tell the date again?

10 Q. July of 2017.

11 A. Correct. Yes.

12 Q. You were not being paid consultant for P.G., correct?

13 A. That's right.

14 Q. At that time, you were working for John Cranley?

15 A. That's correct.

16 Q. And so CBC and CRBC stands for Cincinnati Business
17 Committee and Cincinnati Regional Business Committee, correct?

18 A. Correct. Yes.

19 Q. And you created that Excel sheet?

20 A. I believe so, yes. I'm not looking at it, but I believe
21 so.

22 Q. And you created that Excel sheet while you were working
23 for Mayor John Cranley, to determine who he could target for
24 solicitations, correct?

25 A. Among others, yes. Yes.

KAMRASS - CROSS

1 Q. Nothing wrong with that, correct?

2 A. Not as far as I know, no.

3 Q. It's a common practice in our American democracy,
4 correct?

5 A. As far as I know, yes.

6 Q. And you've worked for Nan Whaley, who is currently
7 running for governor, right?

8 A. Yes. That was in 2000- -- I don't remember the exact
9 year but, yes, a few years ago.

10 Q. You've worked for John Cranley?

11 A. Yes.

12 Q. You have worked for Greg Landsman's campaign?

13 A. In the past, yes.

14 Q. David Mann?

15 A. Yes.

16 Q. By the way, David Mann was P.G.'s primary competitor,
17 correct? I didn't hear that name for mayor.

18 A. At what time? At the time we were discussing it, I don't
19 know if David's name had come up. It might have, I just don't
20 recall in particular.

21 Q. You've worked for attorney general candidates in the
22 past?

23 A. Yes.

24 Q. You've worked for people down in Kentucky?

25 A. Yes.

1 Q. Even down in Tennessee?

2 A. Yes.

3 Q. Aftab Pureval --

4 THE COURT: Hang on one second. Yes, Mr. Singer?

5 MR. SINGER: Can we approach, Your Honor?

6 THE COURT: Yes.

7 SIDEBAR CONFERENCE

8 MR. SINGER: Your Honor, we briefed in our pretrial
9 filings that "everybody else does it" is a jury nullification
10 argument, and it seems to be going down that road.

11 THE COURT: It does seem to be going down that road.

12 MR. C. MATTHEW RITTGERS: I'm going to ask him if
13 it's legal and permissible.

14 THE COURT: Well, that's a different question from is
15 everybody else doing it.

16 MR. C. MATTHEW RITTGERS: Okay. I'll ask him that,
17 is it legal, and permissible.

18 THE COURT: Yeah, to the extent he knows.

19 MR. C. MATTHEW RITTGERS: Sure.

20 THE COURT: I'm going to allow that, given what's
21 happened on direct.

22 MR. C. MATTHEW RITTGERS: I understand.

23 SIDEBAR CONFERENCE CONCLUDED

24 Q. I believe my last question was you also worked for Aftab
25 Pureval, correct?

1 A. Yes.

2 Q. The Excel sheet that you created that you sent around, it
3 talked about people who have business in front of the city,
4 right, this is the Cincinnati business community, right?

5 A. I assume many of them had business in front of the city.
6 I don't know if all of them or what it was like, but yes.

7 Q. Your label, I think, in one of your theme sections was
8 "biz trans," that's your term, right?

9 A. Uh-huh.

10 Q. Nothing impermissible or illegal about that, correct?

11 A. Not as far as I know.

12 Q. You mentioned on your direct, I believe, that P.G. had
13 direct input in the Excel sheet about donor information
14 contributions, right?

15 A. That's correct, yes.

16 Q. Permissible, right?

17 A. Yes.

18 Q. In fact, not only is it permissible, it's advisable. You
19 would want to do that as a candidate, correct?

20 A. I think so, yeah.

21 Q. Make sure that you're PAC is in compliance, make sure
22 your eyes are on the actual Excel sheets?

23 A. Correct.

24 Q. This PAC was set up, I believe you testified on direct,
25 in February of 2018?

KAMRASS - CROSS

1 A. That's correct.

2 Q. And it was set up by the help of a couple of lawyers, one
3 is Paul DeMarco, correct?

4 A. I don't remember explicitly, but that's very possible,
5 yes.

6 Q. Do you remember the law firm of Manley Burke?

7 A. Yes.

8 Q. Manley Burke is a reputable law firm?

9 A. Yes.

10 Q. And, in fact, that was an added layer that P.G. had, in
11 addition to you, to make sure that PAC stayed in compliance,
12 correct?

13 A. That's correct.

14 Q. Everything went through Manley Burke. If Manley Burke
15 had a question, you were being paid, they call you and ask you
16 a question about the PAC, correct?

17 THE COURT: Hang on. Yes, Mr. Singer?

18 MR. SINGER: Objection, Your Honor. He's talking
19 about legal advice that was provided to Kamrass related to the
20 PAC.

21 THE COURT: So what's the objection?

22 MR. SINGER: There is some sort of attorney
23 relationship relating to this law firm, and Mr. Kamrass and
24 the work he was doing.

25 MR. C. MATTHEW RITTGERS: They weren't giving him

1 legal advice, Your Honor.

2 THE COURT: If you're suggesting he was the client, I
3 assume he could waive whatever privilege he wants to, but...
4 I'm not sure I follow, but I think objection overruled is
5 where I end up.

6 So objection overruled. You can answer the question.

7 Q. Do you recall the question?

8 A. Can you repeat it?

9 Q. Sure. I believe what I'm asking is P.G. had an added
10 layer of compliance protection, so that you were not the sole
11 person in charge of compliance. He was also paying a local
12 law firm to also be in charge of it, correct?

13 A. That's correct.

14 Q. Those filings that the prosecution gave you on your
15 direct to admit, those ran through that local law firm,
16 correct?

17 A. That's correct.

18 Q. And if they had questions about the way in which you
19 filled out that FEC paperwork, they would call you directly
20 and ask you, correct?

21 A. That's correct.

22 Q. Because that was one of your roles, which is to make sure
23 the PAC stayed in compliance, correct?

24 A. Correct.

25 Q. Ultimately, when P.G. found out in 2019 that you had been

1 dishonest about something, it was actually about compliance,
2 and that's when he said you got to go, and he let you go?

3 A. That's correct.

4 Q. So he took compliance very seriously?

5 A. I think that's fair.

6 Q. You mentioned the word that P.G. micromanaged the process
7 when you were speaking on direct.

8 Again, that would be advisable, for a candidate to be
9 very involved in the process of his campaign or PAC, correct?

10 A. Yes. I don't think it's not advisable or not advisable,
11 it was just unusual.

12 Q. Well, if he hadn't micromanaged it, he might not have
13 caught your fake email that you sent him, correct?

14 A. Very possible, yes.

15 Q. And you could potentially still be working for him today,
16 and he would be an unknowing, unknowingly receiving input from
17 you that was not honest, right?

18 A. I don't know.

19 Q. I believe, when you're working with candidates, and this
20 is legal and permissible, for people to go through their
21 calendar to look for any meetings that they've had in the past
22 or coming up, to find out people who they want to ask
23 donations from, correct?

24 A. Yes.

25 Q. And if people don't want to donate, they can just say I

1 don't want to donate, right?

2 A. Correct.

3 Q. Including people who had request for proposals in front
4 of the city, that's legal to do as well, correct?

5 A. It's legal to -- sorry?

6 Q. Sorry. Bad question. It is permissible by law for
7 candidates for office to solicit people who had business
8 before the city, and who have had business before the city in
9 the past, correct?

10 A. As far as I know, yes.

11 Q. The deck that the prosecution mentioned on direct, I
12 believe we've heard about that. That was a two- or three-page
13 piece of information indicating past polling data saying that
14 P.G. was almost certainly going to be the mayor of Cincinnati,
15 correct?

16 A. Yeah, I don't remember exactly those, the content, but I
17 remember overall the takeaway was that he was overwhelmingly
18 likely to win.

19 Q. Nothing illegal about that either?

20 A. Not as far as I know.

21 Q. Telling a potential donor, hey, you might not want to
22 support my opponent, and showing the donor why the candidate
23 believes that he or she will be successful is legal, and
24 permissible under law, correct?

25 A. As far as I know, yes.

KAMRASS - CROSS

1 Q. And that was what the prosecutor mentioned as hedging.
2 That was the conversation you were talking about with deck?

3 A. Relative to giving to other potential candidates, yes.

4 Q. In fact, on that email the prosecutor showed you --

5 MR. C. MATTHEW RITTGERS: And I believe, Your Honor,
6 it was 41H.

7 Q. Mr. Kamrass, can you see that on your screen?

8 A. I can, yes.

9 Q. I'm showing you what has been previously admitted as 41H.
10 The prosecutor asked you about some developer names in here.

11 There are a lot of names on this email, aren't there?

12 A. Yeah, there are.

13 Q. And if we look at some of the names, this is 41H, and
14 this is the email that you were discussing the hedging on,
15 correct?

16 A. Correct. Yes.

17 Q. Do you know who Margot Stoehr is?

18 A. I don't know.

19 Q. That name's on here, right?

20 A. It is.

21 Q. Family friend of P.G.'s?

22 A. I don't know.

23 Q. Do you know who the name Greenwald is, Anne Greenwald?

24 A. I don't know.

25 Q. P.G.'s second grade teacher. Top Shepard, do you know

1 that name?

2 A. I recognize the name, I don't know who that is.

3 Q. Shepherd Chemicals, family friends. I mean, the
4 prosecutor, I believe, highlighted three names on this email.
5 Is my memory correct, do you recall that?

6 A. Correct, yes.

7 Q. And one of them was Medpace?

8 A. Right.

9 Q. Medpace gets drugs through trials, pharmaceutical trials,
10 correct?

11 A. I don't know what their business is like.

12 Q. Okay. And these were some of the people where P.G.
13 wanted to make sure that they didn't hedge, and he wanted to
14 go show them his deck that would say that he was likely to
15 become the next mayor, right?

16 A. Correct.

17 Q. And there are a lot of other names on this list as well,
18 and I don't want to bore everybody by going through them, but
19 I listed the first four in this bold block, and we have
20 something called "Code, Pat Crowley." Do you know who that
21 is?

22 A. I do.

23 Q. Pat Crowley is a former reporter, I believe, right?

24 A. I think that's right, yes.

25 Q. Turned political lobbyist or something?

1 A. I think that's right.

2 Q. Okay. There was an email -- sorry. The text that you
3 were shown when you were on direct by the government, USA 41G,
4 do you remember that?

5 A. I do.

6 Q. And the text said, "Just trying to stay organized on
7 everything. Did Chin's associate deliver check yet? And how
8 about Goodin slash Graydon?" Goodin is a local law firm,
9 right?

10 A. I believe Graydon is the local law firm.

11 Q. Thank you. I misspoke. Graydon is the local law firm,
12 and Steve Goodin is a lawyer that works there?

13 A. Correct.

14 Q. And so he's asking about a law firm donation, and Steve
15 Goodin, a lawyer at that law firm donating?

16 A. That's how I understood it, yes.

17 Q. In the same text as Mr. Ndukwe?

18 A. Yes.

19 Q. And he says, expressly states, "Did Chin's associate
20 deliver check yet," right?

21 A. Correct.

22 Q. You wore a wire after the FBI had you sign a proffer?

23 A. Correct.

24 Q. While you had communications with P.G., correct?

25 A. Correct.

KAMRASS - CROSS

1 Q. And at any point, did you ever say, hey, remember when
2 Mr. Ndukwe's associate gave you that check, that was really --
3 we all knew that was Mr. Ndukwe's money. Did you ever say
4 anything like that on the wire?

5 A. That doesn't sound familiar to me, no.

6 Q. Anything said on the wire, after you were instructed to
7 wear a wire and meet with P.G., which you were, correct?

8 A. I'm sorry?

9 Q. You were instructed to meet with P.G. the FBI instructed
10 you to wear that wire and meet with him, correct?

11 A. I don't remember explicitly if that was an instruction I
12 was given.

13 Q. But you did wear a wire while you met with him?

14 A. Yeah.

15 Q. After you -- after that proffer?

16 A. Correct, yes.

17 Q. On more than one occasion?

18 A. It's been a couple years but, sure, yes.

19 Q. And nothing illegal, impermissible, or untoward was
20 discussed on that wire, correct?

21 A. Not as far as I can recall.

22 Q. And, to your knowledge, P.G. had no idea you were wearing
23 a wire speaking with him, correct?

24 A. I assume he did not.

25 Q. And you mentioned Signal. There was nothing illegal

1 stated on Signal, correct?

2 A. Not as far as I know.

3 Q. I'm assuming the FBI asked you those questions, correct?

4 A. The question -- which question?

5 Q. About Signal. Was there anything illegally stated on
6 Signal?

7 A. Yes.

8 Q. And your answer was no, there was not, right?

9 A. I turned over my -- the content of it, yes.

10 Q. Oh, you turned over the Signal to them?

11 A. Yes.

12 Q. Oh, all right. So they have that, the communication
13 between you and P.G. on Signal?

14 A. Yes.

15 Q. Okay. So if there was something illegal, we can assume
16 they would have presented it to us?

17 A. I assume so, yes. I don't know.

18 Q. The LLC law change, the ballot initiative that occurred
19 in November of 2018?

20 A. Yes.

21 Q. Do you remember who sponsored that?

22 A. The -- on city council, I don't remember who sponsored
23 it.

24 Q. You mentioned, when the prosecutor had you on direct,
25 about P.G. indicating that the persons who gave him the checks

KAMRASS - CROSS

1 were Rob and Brian. Do you remember that?

2 A. I do.

3 Q. That would be also standard legal practice, to say these
4 are the people who fundraised or bundled for me in giving you,
5 the person in charge of writing the stuff down, those names,
6 right?

7 A. As far as I know, yes.

8 Q. And that's legal, to bundle and fundraise?

9 A. As far as I know, yes.

10 Q. And in addition to that, it was your job, Manley Burke's
11 job, and maybe others, to find out what individual name was to
12 be attributed to each LLC check, correct?

13 A. Among others, yes.

14 Q. And so you are on wires, unknowingly at this point,
15 asking Rob and Brian for names on those checks. Do you
16 remember that?

17 A. I do.

18 Q. And so Rob and Brian gave you the names of those people
19 that we just discussed on that FEC website, right?

20 A. That's correct.

21 Q. They said that that's their checks, LLC are attributed to
22 these individuals?

23 A. That's correct.

24 Q. And so that's what you put down on that form?

25 A. That's correct.

KAMRASS - CROSS

1 Q. And that was your job?

2 A. Correct.

3 Q. And Manley Burke then went out and, I believe -- did
4 Manley Burke actually file the --

5 A. That's correct.

6 Q. Just to be clear. I mean, P.G. and you, you didn't even
7 make up those names. Those came from Brian and Rob, and those
8 friends?

9 A. That's correct.

10 Q. The prosecutor asked you a question about whether or not
11 you knew P.G.'s intent to ask for more contributions from Rob
12 and Brian in 2019. Do you recall that?

13 A. I do.

14 Q. Are you aware that he never asked for a single donation
15 from Rob or Brian in 2019 at all?

16 A. I'm not aware, no.

17 Q. You think it would be normal, for someone who is running
18 for office, especially when he's talking about -- talking to
19 his campaign and PAC compliance person, to send an article and
20 say, hey, the FBI is looking around at public corruption, and
21 we need to make sure everything is straight and orderly and
22 recorded?

23 A. Sure. Yes.

24 Q. Now I'm jumping into my outline. I'm going to skip over
25 some stuff that we've already talked about.

KAMRASS - CROSS

1 Part of the reason you sent P.G. the target list in 2017
2 was because you had just done that target list for John
3 Cranley when he ran for mayor in 2017, right?

4 A. Correct.

5 Q. And, again, there's nothing illegal about targeting
6 business people in Cincinnati for donations, right?

7 A. Not as far as I know donations.

8 Q. Given you're a campaign strategist?

9 A. Yes.

10 Q. You're aware that people who often come before or
11 interact with candidates, are often the number one donor base
12 for those candidates, correct?

13 A. Yeah. They are frequent donors, yes.

14 Q. Like, for example, lawyers are the biggest donor base for
15 judges who run for office -- not Judge Cole, he's appointed,
16 but...

17 A. Yes, that's correct.

18 Q. I mean, lawyers give the most of any industry to judges,
19 right?

20 A. I believe that's correct, yes.

21 Q. In California, it's Hollywood, movie industry?

22 A. That sounds likely, yes.

23 Q. Texas, big oil's probably top one, top three, right?

24 A. That sounds likely.

25 Q. And in Cincinnati, it has been for a very long time, real

KAMRASS - CROSS

1 estate developers, correct?

2 A. I believe that's correct.

3 Q. And so when candidates and consultants go back and look
4 at who are the biggest donors historically over decades, the
5 target lists naturally include real estate developers?

6 A. Yes.

7 Q. Including that candidate's friends and family, correct?

8 A. That's correct.

9 Q. And candidates need to raise money in order to be
10 successful and run. We don't have public finance campaigns,
11 correct?

12 A. Correct.

13 Q. In your time -- and I'm not talking about with P.G., just
14 in your time with other candidates, you've heard of people
15 being on the host level of fundraisers?

16 A. I have, yes.

17 Q. And host level is like a higher fundraising level,
18 typically?

19 A. Correct.

20 Q. And I assume that you've -- and that's legal, to host?

21 A. As far as I know, yes.

22 Q. Legal to ask somebody to host a fundraiser?

23 A. Correct.

24 Q. Legal to ask someone if they want to bundle \$50,000?

25 A. As far as I know, yes.

KAMRASS - CROSS

1 Q. You keep your ear to the ground here, I assume, with
2 politics in Cincinnati, right?

3 A. Correct.

4 Q. Head prosecutor for the county, he raised \$600,000 in his
5 first -- remember that?

6 A. I do, yes.

7 Q. \$600,000, first fundraiser, three families fundraising
8 for him. Do you remember that?

9 A. I do.

10 Q. Nothing illegal about that?

11 A. Not as far as I know.

12 Q. You've been -- I assume you've been to nice country
13 clubs, maybe candidates do big fundraisers there, correct?

14 A. Yes.

15 Q. I don't believe you were ever at a country club with
16 P.G., correct?

17 MR. SINGER: Objection, Your Honor. The sidebar we
18 had previously.

19 THE COURT: Yeah. I'm going to allow a little bit of
20 this, but not too much.

21 MR. SINGER: Thank you, Your Honor.

22 Q. There's nothing illegal about having a fundraising event
23 over dinner, correct?

24 A. Correct.

25 Q. The FBI agents, and I believe the federal prosecutors,

1 they were asking you questions around the time of that proffer
2 about bundling. Do you recall that?

3 A. Correct. Yes.

4 Q. They were asking you questions like is it unusual for a
5 candidate to ask certain individuals to bundle donations?

6 A. Correct.

7 Q. Do you remember that?

8 A. I do.

9 Q. And you told them that it's not unusual, that candidates
10 can bundle donation?

11 A. That's correct.

12 Q. That would have been in what, late 2019?

13 A. Which?

14 Q. The conversation with these federal prosecutors and that
15 agent when they're asking these questions.

16 A. I believe it was likely 2020.

17 Q. 2020?

18 A. Yes.

19 Q. And they were asking you questions about bundling and
20 fundraising?

21 A. That's correct.

22 Q. And they asked you if a donation was greater than the
23 maximum contribution, in referring to fundraising, what is the
24 assumption then that is made? They asked you that question,
25 do you recall that?

KAMRASS - CROSS

1 A. I don't recall explicitly, but yes.

2 Q. That the assumption is that it was bundled, right?

3 A. Correct.

4 Q. Bundled and fundraised?

5 A. Yes.

6 Q. On direct, you talked about PACs like P.G.'s?

7 A. Correct.

8 Q. And you mentioned that you can use some of the money for
9 travel and meals?

10 A. Correct.

11 Q. But that would not be travel and meals that are directly
12 related to campaigning?

13 A. That's correct.

14 Q. And you can give money to other like minded cam- -- any
15 candidate you want, correct?

16 A. That's correct.

17 Q. And you can give money to charities, correct?

18 A. Correct.

19 Q. Are you familiar with any charities that P.G. gave money
20 to out of his PAC?

21 A. I know that he did. I don't remember which ones
22 explicitly. I know that he did.

23 Q. Okay.

24 A. I believe Easter Seals may be one that he contributed to,
25 but I don't --

1 Q. Yeah.

2 A. That's my recollection.

3 Q. Or Lincoln Wares Walking Club, or --

4 A. Correct.

5 Q. I mean, there's not just one, correct? There's more than
6 one charity that he gave to?

7 A. I assume that's correct, yes.

8 Q. And it's for that reason that campaign donations are much
9 more valuable to a candidate than a leadership style PAC
10 donation, correct?

11 A. I would agree with that, yes.

12 Q. That's because a campaign donation can be used for a
13 candidate's actual campaign, right?

14 A. Correct.

15 Q. Where a PAC donation cannot?

16 A. That's correct.

17 Q. So a campaign donation can be used for things like
18 mailers, TV advertising?

19 A. Yes.

20 Q. But a PAC donation cannot be used for those things in
21 terms of a candidate's own campaign?

22 A. That's correct.

23 Q. And P.G. never used the PAC donations for his own
24 campaign?

25 A. Not as far as I know.

KAMRASS - CROSS

1 Q. Or for his own personal gain?

2 A. Not as far as I know.

3 Q. He was very strict with not commingling funds between the
4 PAC account and the campaign account?

5 A. Correct.

6 Q. The prosecutor, I believe, on direct said that -- or
7 maybe you just testified to this, that P.G. had personally
8 accepted donations from Rob and Brian, or fundraising
9 bundling. Do you remember that?

10 A. I do. Correct.

11 Q. Completely permissible, right, legal?

12 A. Yes, as far as I know.

13 Q. You can go to a fundraiser at a dinner party, or
14 wherever, and get checks from people. That happens all the
15 time, right?

16 A. That's correct.

17 Q. You mentioned some of the compliance, and one of the
18 things that is not required by law but P.G. had set up, and I
19 believe you were involved in this, was to check when someone
20 gave an LLC check to actually make sure it actually was an
21 LLC. Do you recall that?

22 A. Yes.

23 Q. And so I believe you, or someone else on his staff, and
24 this was at his request, would go through and check to make
25 sure that these checks were actually what they purported to

1 be, correct?

2 A. Correct.

3 Q. But you can't find on the Secretary of State website
4 every single, individual owner in those small businesses,
5 correct?

6 A. That's correct.

7 Q. So all that you'd be able to see would be the designated
8 lawyer or statutory agent, right?

9 A. In Ohio, it's typically called the registered agent, but
10 yes.

11 Q. And so that was something that was routine. It wasn't
12 just with the checks that Rob and Brian gave him. That was
13 routine. Any time you guys got checks, P.G. would have you go
14 look, make sure it was appropriate, that it was an LLC,
15 correct?

16 A. Correct.

17 Q. And were you involved when P.G. said, you know, they said
18 these are LLCs checks, were you involved when you guys found
19 out that it was not?

20 A. Correct.

21 Q. Manley Burke, who helps do the compliance, they're a
22 local law firm here in Cincinnati?

23 A. That's correct.

24 Q. A good reputation?

25 A. I think so, yes.

1 Q. They do work with corporations and local governments and
2 non-profits?

3 A. I believe so.

4 Q. I believe you said this, but whenever someone bundled or
5 fundraised for P.G., not only would he tell you who the checks
6 were attributable to, but he'd also say, hey, note the person
7 who fundraised it, correct?

8 A. That's correct.

9 Q. Which is good for recordkeeping for you for future
10 campaigns?

11 A. Correct. Yes.

12 Q. And a fundraiser bundler, they don't have to personally
13 donate, they can just fundraise and bundle and not donate
14 personally, correct?

15 A. Yes, I believe that's correct.

16 Q. That's their choice. Campaign can't force them to
17 donate?

18 A. Correct.

19 Q. And it was you and P.G.'s other staff, it was you were
20 relying on the names that people would give you if they had
21 given you LLC checks to attribute to those checks, correct?

22 A. That's correct.

23 Q. And that's, in part, because you couldn't find that on
24 some public website. You could check to see if it was, in
25 fact, a limited liability company, but you had to rely solely

1 on the names that you were given by the people who fundraised
2 and bundled in terms of what you wrote down, correct?

3 A. Correct.

4 Q. The prosecutor asked you if you knew the -- I forget the
5 exact question, but he said progress and growth, that had
6 something to do with like P.G.?

7 A. As an acronym, it would be P.G., yes.

8 Q. Sherrod Brown has a similar PAC called the Canary PAC?

9 A. Yes.

10 MR. SINGER: Judge, objection.

11 Q. Rob Portman PAC --

12 THE COURT: Objection. Sustained, yes

13 MR. C. MATTHEW RITTGERS: Sustained?

14 THE COURT: His objection is sustained, yes.

15 MR. C. MATTHEW RITTGERS: May I ask him about other
16 candidates who used their name in the PAC, like acronyms,
17 or...

18 THE COURT: So let's go to sidebar.

19 SIDEBAR CONFERENCE

20 THE COURT: I said in my ruling on the motion in
21 limine we're not going to do a thing where we ask whether
22 every other candidate has done it.

23 It doesn't matter whether other candidates are doing X,
24 Y, or Z. If you want to, I guess, ask him whether it's a
25 common practice for politicians, in his experience, to name

1 their PACs in ways that reflect them, I'm less concerned about
2 this, because I don't think there's any allegation that it's
3 illegal in any way to name your PAC in a way that the
4 initials -- I'm willing to give you a little more free rein
5 here than things that involve soliciting contributions.

6 MR. C. MATTHEW RITTGERS: Okay. Yeah, I'm just
7 bringing it up because that was highlighted on direct that it
8 was progress and growth for P.G.

9 If there's no point for the jury thinking that that came
10 out of the prosecutor's, I want them to know that that's
11 normal and legal.

12 THE COURT: Okay. I'll give you some leeway on that,
13 but not on how other candidates solicit funds or solicit
14 campaign contributions, or make promises, or whatever.

15 MR. C. MATTHEW RITTGERS: Specific to a specific
16 candidate?

17 THE COURT: Yeah. We're not going down the other
18 people are doing it road. I've already said that.

19 MR. C. MATTHEW RITTGERS: Understand.

20 SIDEBAR CONFERENCE CONCLUDED

21 THE COURT: You may continue.

22 BY MR. C. MATTHEWS RITTGERS:

23 Q. Mr. Kamrass, you're aware, and part of your role as being
24 involved in compliance with these PACs, that this type of PAC,
25 candidates are not permitted to put their name in the FEC

1 filings of the PAC, correct?

2 A. Correct. Yes.

3 Q. And so it's common for candidates to try to create
4 something where it could be known, the using their name in
5 certain other ways, but not -- they can't write their actual
6 full name in this PAC filing, correct?

7 A. My understanding is their name cannot be the name of the
8 PAC. That's my understanding.

9 Q. But some candidates will use something like --

10 THE COURT: You may give an example.

11 Q. Like Rob Portman's PAC. It's called The Port PAC,
12 correct?

13 A. The what? I'm sorry.

14 Q. The Port PAC?

15 A. Yes.

16 Q. And so that would be an example of something similar as
17 P.G.'s Progress and Growth, right?

18 A. Yes.

19 Q. And so if we look at that filing, we can assume that his
20 name is not -- Rob Portman's would not be associated in the
21 FEC filing because it's not allowed to be?

22 A. That's my assumption, yes.

23 Q. The FBI and the federal prosecutors, there was a proffer
24 agreement, correct?

25 A. That's correct.

KAMRASS - CROSS

1 Q. And you reviewed it with your lawyer before you signed
2 it?

3 A. That's correct.

4 Q. And read it?

5 A. Correct.

6 Q. And it was after -- there's nothing else in writing about
7 promises being made to you from the FBI or the federal
8 prosecutors, correct?

9 A. That's correct.

10 Q. And it was after that that you said you would work for
11 the FBI?

12 A. After the -- are you asking about after the proffered
13 agreement?

14 Q. After the proffer.

15 A. I think it may have been before. I can't remember if it
16 was before or after, around the same time.

17 Q. They might have interviewed you, and then you got the
18 lawyer, and then you signed the proffer?

19 A. Correct. Yes.

20 Q. And then you began working as an --

21 A. Correct.

22 Q. -- undercover, I would assume, right?

23 A. I don't know what the term is, but yes.

24 Q. And when you met with the federal prosecutors and the
25 agent, you started -- you talked to them about names of

1 people.

2 I'm not going to get into the names, but there were
3 candidates that you named, there were developers that you
4 named, correct?

5 A. Correct.

6 Q. And none of those names were P.G., correct?

7 A. I don't remember. It was two years ago at this point. I
8 don't remember exactly, but -- I don't remember.

9 Q. Well, you remember talking to them about even specific
10 deals that you thought might have been off?

11 A. I do recall that, yes.

12 Q. None of those deals had anything to do with P.G.,
13 correct?

14 A. Not that I can remember, no.

15 Q. Before you knew, when you -- you didn't know you were on
16 a wire, but you had interactions with Rob and Brian on many
17 occasions, right?

18 A. Correct. Yes.

19 Q. And because in your capacity working for other elected
20 officials, not just P.G., right?

21 A. Correct.

22 Q. And before you even knew when you were on a wire, you
23 talked about P.G. and you said, "Look, he doesn't have any
24 shit in his background, no skeletons whatsoever"?

25 A. That sounds -- I don't remember exactly, but that sounds

1 correct, yes.

2 Q. That's what you were saying when you didn't even know you
3 were being recorded on a wire with Rob and Brian?

4 A. Okay. Yes.

5 Q. The prosecutor mentioned something about P.G. and you
6 saying, hey, you know -- actually, I think it was after
7 another indictment, where you guys had a conversation, and you
8 said, "Hey, those guys are probably FBI agents," do you
9 remember that?

10 A. I do, yes.

11 Q. And P.G. said he didn't do anything wrong. He publicly
12 reported all the donations. And he said it is weird, but he
13 didn't do anything wrong, right?

14 A. That is what he said to me, yes.

15 Q. Were you involved at all with P.G.'s, or were you aware
16 of P.G.'s attempts to help Mr. Ndukwe as late as 2020 with a
17 developer named Rob Schiff out of Columbus, when Rob and Brian
18 were long gone?

19 A. I was not aware of that, no.

20 Q. I might have said Rob Schiff. Mike Schiff, does that
21 name ring a bell?

22 A. I know the name, but I was not aware of that interaction.

23 MR. C. MATTHEW RITTGERS: May I have one moment, Your
24 Honor?

25 THE COURT: You may.

KAMRASS - CROSS/REDIRECT

1 MR. C. MATTHEW RITTGERS: No further questions, Your
2 Honor.

3 THE COURT: Very good. Mr. Singer, any redirect?

4 MR. SINGER: Yes, very briefly, Your Honor.

5 THE COURT: Very good.

6 REDIRECT EXAMINATION

7 BY MR. SINGER:

8 Q. Mr. Kamrass, you were asked a series of questions about
9 whether you thought certain things were legal or illegal. Do
10 you remember that?

11 A. I do.

12 Q. Are you a lawyer?

13 A. I'm not.

14 Q. Were your answers related to your knowledge in campaign
15 finance?

16 A. That's correct.

17 Q. Do you know anything about bribery?

18 A. I'm not a lawyer. I don't know.

19 Q. You're not an expert in bribery?

20 A. I don't think I am, no.

21 Q. Same with compliance. You didn't do the legal part of
22 the compliance; is that right?

23 A. Correct.

24 Q. Were you present when Mr. Sittenfeld received the checks
25 from Rob Miller and Brian Bennett?

KAMRASS - REDIRECT

1 A. I was not.

2 Q. So did you have any idea what the conversations were
3 surrounding the receipt of those checks?

4 A. No, I don't.

5 Q. Do you have any idea of the conversations relating to the
6 acceptance of those checks?

7 A. I don't.

8 MR. SINGER: No further questions, Your Honor.

9 THE COURT: Thank you.

10 MR. C. MATTHEW RITTGERS: None, Your Honor.

11 THE COURT: Mr. Kamrass, you may step down. Thank
12 you, sir.

13 THE WITNESS: Thank you, Your Honor.

14 (Witness excused.)

15 THE COURT: Does the government intend to call
16 another witness?

17 MS. GAFFNEY PAINTER: Yes, Your Honor. The
18 government will call Laura Brunner.

19 THE COURT: Very good.

20 (Government witness, LAURA BRUNNER, sworn.)

21 MS. GAFFNEY PAINTER: May I proceed, Your Honor?

22 THE COURT: You may, Ms. Gaffney Painter.

23 DIRECT EXAMINATION

24 BY MS. GAFFNEY PAINTER:

25 Q. Ms. Brunner, will you please state and spell your name

BRUNNER - DIRECT

1 for the record.

2 A. Laura Brunner, L-a-u-r-a, B-r-u-n-n-e-r.

3 Q. Ms. Brunner, where do you work?

4 A. At the Port of Greater Cincinnati Development Authority,
5 otherwise known as the port.

6 Q. What is the port?

7 A. We are a quasi-governmental economic development
8 organization, so we are created under the Ohio Revised Code as
9 a Port Authority, and we have broad economic development
10 powers. There are about -- probably about 60 port authorities
11 in the State of Ohio. Ours was created jointly by the City of
12 Cincinnati and Hamilton County.

13 Q. Now, you mentioned the word "quasi-governmental." What
14 do you mean by that?

15 A. So authorities -- if you think of something like a
16 housing authority or transportation authority, authorities are
17 meant to be separate and independent from the government, from
18 either a state or local government, but they're formed by
19 governments to execute on behalf of the public good similarly
20 to government.

21 Q. What is your title at the port?

22 A. I'm the president and CEO.

23 Q. Is that an elected position?

24 A. No.

25 Q. How did you get that position?

BRUNNER - DIRECT

1 A. I applied for the job almost a little more than ten and a
2 half years ago.

3 Q. Prior to working at the port, what did you do?

4 A. Most recently, I was the executive vice president at
5 Al Neyer, which is a commercial real estate development firm.

6 Q. What is your educational background?

7 A. I have an undergraduate degree in accounting from Indiana
8 University.

9 Q. Now, generally speaking, what are your responsibilities
10 as the port's president and chief executive officer?

11 A. Well, it starts with setting a strategy, deciding what
12 our organization is going to do. We have very broad powers,
13 so we have the opportunity to use those in different ways.

14 We have specifically gotten into the real estate business
15 since I took over ten and a half years ago. There are other
16 port authorities that run ports, like in Cleveland and Toledo,
17 they actually have ports on the lake.

18 Other port authorities manage bus systems. Some of them
19 manage airports, and some of them -- probably the vast
20 majority in the State of Ohio are focused just on public
21 finance but, years ago, we decided to focus on real estate
22 revitalization.

23 So my primary job is to set the strategy, and then to
24 hire the people, manage the people to do the work, report to
25 the board.

BRUNNER - DIRECT

1 Q. You mentioned a board. What is the board?

2 A. So in a quasi-governmental and an authority like ours, as
3 I mentioned, the city and the county have established our
4 organization, and they each appoint five members to the board.

5 So I report directly to a board, specifically to the
6 chairman of the board. There are five appointments, like,
7 citified by the county, and they each have four-year terms.

8 Q. Who appoints the members of the board?

9 A. The mayor makes the recommendation to city council, who
10 votes on the members there being appointed by the city. And
11 then for -- the county commissioner president makes
12 recommendation to the other two county commissioners for their
13 election as well.

14 Q. What is the mission of the port?

15 A. So we are focused on what we call broken real estate. In
16 our county, we have hundreds, probably thousands of acres of
17 property that is being underutilized, and that's for a variety
18 of reasons.

19 It could be that there's contamination on the property.
20 It could be that it's vacant and blighted, been abandoned by a
21 previous owner. It could be that there are tax liens on it
22 that make it unattractive for the private sector.

23 So we're in the process of taking title to real estate
24 that is in bad condition, for a number of different reasons,
25 and returning it to productive use so that it returns back to

1 the tax rolls.

2 And while we're doing that, we're focused in a couple of
3 different ways. We are focused on bringing back residents
4 into the city and the county, filling the neighborhoods back
5 up with people living in the vacant homes, and we're focused
6 in neighborhood business districts to revitalize those that
7 have had many buildings that have been empty for a long time.

8 And then we also are focused on -- within our industrial
9 strategy, we are focused on taking old, sometimes abandoned,
10 very often just underutilized contaminant real estate and
11 getting it all cleaned up so we can attract new manufacturing
12 companies here with really good jobs.

13 Q. You used the expression, when you just spoke, "tax
14 rolls." What is that?

15 A. So different jurisdictions, whether it's the city or a
16 village or the county, rely on different kinds of revenue to
17 support the services that they provide to the citizens.

18 Specifically, in the City of Cincinnati, income tax is a
19 very significant part of the tax of the revenue of the city,
20 so having more people live here and pay income tax, or people
21 working in the city at a manufacturing company pay income tax
22 helps the city.

23 And then also, when we have people -- when we fix up
24 property, whether it's a house or a commercial business
25 property or a manufacturing company with -- a manufacturing

BRUNNER - DIRECT

1 site, when there's capital investment back in there, then
2 there's going to be property taxes paid again, which then
3 helps the county and all the jurisdictions that rely on
4 property taxes to help fund their work.

5 Q. What is the relationship of the port to the City of
6 Cincinnati?

7 A. That's -- it's complicated. So I -- as I mentioned, I
8 work directly for a board, but we've got a lot of different
9 stakeholders that we're responsible to and accountable to and
10 partner with, so the city is obviously one of our most
11 significant, I'll use the word partnerships, even though there
12 isn't a direct line of authority from me to anybody at the
13 city.

14 The city does make, as I mentioned, appointments to my
15 board, so that's a very important part of my -- of our
16 operations, and then they provide funding.

17 When I started, the funding that the city provided, the
18 city and the county each provided to my organization, was over
19 75 percent of our operating funds.

20 But over time, over the last ten and a half years, I've
21 diversified the revenue in a number of different ways, so now
22 it's about ten percent.

23 So we're not relying on them as much for our operating
24 revenue, but we are a -- we do receive grants for our real
25 estate investments from both the city and the county as well.

BRUNNER - DIRECT

1 Q. Again, generally speaking, what is the relationship of
2 the port to Cincinnati City Council?

3 A. So I would say we spend more of our time with -- my staff
4 and me with the administration than we do with the elected
5 officials.

6 We're working through planning and zoning and economic
7 development and the legal department, so we work with a lot of
8 different departments. I meet monthly with the city manager,
9 so we spend a lot of time on -- at the administration level.

10 And then I have monthly meetings. I have, over the last
11 decade, generally, monthly meetings with the mayor as to
12 updates of what's happening there.

13 With regard to the city council, I generally have
14 quarterly meetings with city council members, updating them on
15 what's happening. That's one layer of activity.

16 I also -- we always invite all the council members to
17 ribbon cuttings and ground breakings and other forums and
18 events that we have to, you know, A, help them see what we're
19 doing; and, B, show signs of appreciation and give them
20 speaking opportunities because of the funding that they
21 provide to us.

22 I give presentations, or members of my staff give
23 presentations at council committee meetings, I would say, you
24 know, on average three times a year. And then we often make
25 presentations during budget hearings, asking -- showing

BRUNNER - DIRECT

1 appreciation for previous funding and asking for continued
2 funding.

3 And then on a -- I would say other conversations with
4 council members are really on an ad hoc basis and not
5 especially frequent.

6 Q. Now, you mentioned the mayor. What is the relationship
7 of the port to the mayor, again, generally speaking?

8 A. Well, the mayor is a more important relationship than the
9 members of the council because the mayor is the one that
10 presents his budget to the council, so you really have to
11 start with having funding inside of the mayor's budget before
12 it will go to council for approval. And the mayor is the one
13 that takes forward board appointments to the council members
14 for consideration.

15 And other than that, the -- it's really, you know, my
16 meetings with the mayor are generally update meetings, making
17 sure that there's alignment on our strategy and the areas that
18 we're focusing on, answering questions.

19 Q. Now, you mentioned earlier in your testimony that the
20 port has a number of tools available to it to foster
21 development. What are some of those tools?

22 A. So the -- all the port authorities in the State of Ohio
23 have a broad set of public finance tools. One of those is
24 that when we own real estate, we are not subject to sales tax
25 on construction materials, so we often work with private

BRUNNER - DIRECT

1 developers.

2 And if you look on the auditor's website, we own, for
3 example, many buildings downtown. So the developer, the owner
4 of the real estate, will transfer title to us, and we will
5 hire them to do the work, the renovation project, or sometimes
6 a new build like the Kroger Building. And we will confer,
7 based on that, tax exemption certificates.

8 And then we require that they hold it for at least four
9 years so that they don't flip it quickly. Those are -- there
10 are other tools like that, a bond bond, we can issue TIF debt,
11 and all of those collectively are meant to encourage economic
12 development.

13 Project -- big economic development projects, especially
14 when you get to the downtown area, have what we always call a
15 gap, that the money that the -- the equity and debt that the
16 project can support exceeds or is less than the cost there
17 would be required.

18 So often, developers will go to a number of sources,
19 whether it's getting tax credits or tax abatements, they're
20 always looking for ways to fill a gap in financing, and we are
21 one of those tools. We provide a layer.

22 And so to the extent we are saving a developer \$500,000
23 in tax, that's less money that the city, for example, would
24 have to put in if they were really motivated to encourage this
25 project to go forward.

1 Q. You mentioned TIF debt. What does that mean?

2 A. So there's something called tax increment financing that
3 is often used in real estate development and, generally
4 speaking, if you take a piece of property that's worth a
5 hundred thousand dollars right now, and you're going to put a
6 million dollars investment in it, if you put it into a tax
7 increment financing transaction, you're agreeing that the
8 valuation for property tax stays at \$100,000. So the county
9 is just going to get taxed on \$100,000, not \$1,100,000, for a
10 period of time.

11 So that saves the owner money, that difference that
12 they're not paying in property tax, and they can use that as
13 part of their capital stock to pay for the construction costs.
14 And we will issue debt to cover that.

15 That's a -- not a, you know, very detailed explanation,
16 but it's a way to, once again, take -- nobody's writing a
17 check. It's just that people are saying we agree we'll make
18 less money for a few years on this project in order to help
19 pay for the cost of it so that it happens later, and we'll get
20 our money later.

21 Q. You mentioned the transfer of title. What are the
22 practical effects of the city transferring a property to the
23 port?

24 A. Our ownership means we take full responsibility for
25 maintenance. You know, it depends on what kind of property it

BRUNNER - DIRECT

1 is; all the responsibilities of real estate ownership, you
2 know, including deciding what to do with it from that time on.

3 Q. Are you familiar with a property at 435 Elm in
4 Cincinnati?

5 A. Yes, I am.

6 Q. Now, back in the summer of 2019, what happened with
7 respect to 435 Elm and the port?

8 A. The city transferred title of that property to the port.

9 Q. Prior to the transfer of 435 Elm to the port, did you
10 have any conversations with anyone in community and economic
11 development about 435 Elm?

12 A. Yes.

13 Q. With whom did you have those conversations?

14 A. I think the only person I spoke with about it was Phil
15 Denning.

16 Q. What did you discuss with Mr. Denning about 435 Elm prior
17 to its transfer?

18 A. He asked me if I would be willing to take control of this
19 property and manage its redevelopment going forward.

20 Q. What did you say in response to that?

21 A. I said that I would have to do some due diligence before
22 I could answer that question.

23 Q. At the time that 435 Elm was transferred to the port,
24 what was your understanding of its status?

25 A. That it was in horrible shape physically; that the

BRUNNER - DIRECT

1 building itself was in horrible shape; that it would have to
2 be demolished for future development. At that time, there
3 were squatters in the building. There were two different
4 pieces of litigation that surround it.

5 It is attached to three other properties, so I knew that
6 future demolition would require the negotiation of cooperative
7 agreements with three other property owners.

8 Q. At the time that 435 Elm was transferred to the port, did
9 anyone have any ideas for redevelopment?

10 A. I -- I'm sure -- I'm sure they did.

11 Q. Were you aware of anyone who had ideas about
12 redevelopment for 435 Elm at the time it was transferred to
13 the port?

14 A. I knew, at or around the time that it was transferred to
15 the port, that one's -- at least one developer was -- had
16 drawings done for -- with ideas for the redevelopment.

17 Q. Who was that developer?

18 A. Chinedum Ndukwe.

19 Q. After 435 Elm was transferred to the port, did you review
20 these materials from Mr. Ndukwe?

21 A. Yes.

22 Q. What was your assessment of his plan at the time you
23 first reviewed it?

24 A. Well, over the course of months, I saw many different
25 iterations of plans from him, but they were never satisfactory

BRUNNER - DIRECT

1 and complete.

2 Q. Can you explain what you mean by that?

3 A. Well to -- so when we transfer any property, if I can
4 explain this, maybe. Whether we're selling a house in
5 Evanston or Avondale, or a vacant piece of ground in a
6 business district, or a big 20-acre manufacturing site, no
7 matter what real estate we own, we have a very thorough review
8 process, because we take very seriously our mission, our goal
9 to return property to its highest and best use.

10 And we want neighborhoods to have quality houses built in
11 the neighborhood. We want the community to accept what's
12 going to be built there, so we're really very choosy. So
13 we -- in a plan that's presented to us, we have to know what
14 is going to be built there with quality design that is -- that
15 the neighborhood would approve of.

16 We have to know how much it would cost, and whether those
17 costs have been estimated by a quality contractor.

18 We have to know that the developer or the potential buyer
19 of the property has a financing in place, and we need to know
20 a timeline for the completion.

21 And depending on the use, we want to know how they reach
22 their assumptions. If you're going to tell me you're going to
23 build a hotel, I want to know how -- why you're so confident
24 that a hotel would be successful, and at what rates you could
25 charge for that hotel. So there are market studies that would

BRUNNER - DIRECT

1 have to be done to help out and get that.

2 And then all of those things go into a financial pro
3 forma that gets presented to us that helps us evaluate the
4 quality of the proposal.

5 Q. And coming back to Mr. Ndukwe's proposal at this time,
6 and under those factors you evaluated, what was your initial,
7 sort of, assessment of his proposal?

8 A. I think, throughout the whole process, he had pretty
9 pictures, and he never had costs that I was confident in. He
10 never had rental rates that I was confident in, hotel rents
11 that I was -- rates that I was confident in.

12 He never shared who a contractor would be. He never
13 shared who a hotel, if it was going to be a hotel, who that
14 flag would be. He never shared where the money was coming
15 from, either the debt or the equity. I never knew how much
16 money he was putting in.

17 And the financial pro formas that he showed me over a
18 period of months changed very dramatically.

19 Q. Did you discuss Mr. Ndukwe's plan with anyone who worked
20 at the port?

21 A. Yes.

22 Q. Who, do you recall?

23 A. Well, it would have been quite a few people. At the
24 beginning, probably Melissa Johnson, Todd Castellini, Chris
25 Rucht. I'll start with those three, at the vice president

1 level.

2 And then later Phil Denning joined the port, and he was
3 involved in conversations with them as well.

4 Q. Did you discuss Mr. Ndukwe's plan with anyone outside of
5 the port?

6 A. Well, he had -- I would have discussed it with my
7 attorneys, and then he had a host of parties that he brought
8 to multiple meetings over a period of months.

9 Q. Do you recall any of those parties that attended those
10 meetings?

11 A. Yes. Jim McGraw was the first one, John Curp at one
12 point, Andy Brossart, Richard Hatton. He had an attorney at
13 Frost Brown named Fred. I can't remember his last name. He
14 had members of his staff that could have changed over time.
15 He had Tom Fernandez, the architect. And that's all I can
16 recall right now.

17 Q. What did you tell Mr. Ndukwe about his proposed plan for
18 435 Elm at the beginning, after you had assessed it?

19 A. That he needed -- he was missing the very first
20 fundamental piece of the puzzle, which was a qualified
21 development team.

22 I told him from the very beginning, you cannot build an
23 80 or 100 million dollar project here. You have no experience
24 here. You have to find development partners to come to the
25 table with you.

BRUNNER - DIRECT

1 Q. What are development partners?

2 A. So there are -- it would be him approaching a qualified,
3 experienced development firm, either in town or bringing one
4 in from another city, that had done projects of this size in
5 an urban environment.

6 And that would have required him to negotiate what was in
7 it for him and what was in it for them, how much money was he
8 putting in, how much money were they putting in.

9 And I didn't care so much about that, what percentage
10 interest he would have. I was entirely focused on we have to
11 have -- I've got a responsibility that this building is going
12 to be redeveloped in a quality way.

13 Whatever we build here is going to be here for another
14 hundred years. It has to be the right product and built at a
15 really high quality. And he had no experience to give me
16 confidence that he could do that himself.

17 Q. Let's turn now to Mr. Sittenfeld. Did you ever have
18 conversations with Mr. Sittenfeld about the 435 Elm project?

19 A. Yes, I did.

20 Q. If you could, there are multiple white binders in front
21 of you on the table. We're looking for the binder that has
22 tab USA 44B in it.

23 MS. GAFFNEY PAINTER: May I approach to assist the
24 witness?

25 THE COURT: You may.

BRUNNER - DIRECT

1 A. I have it.

2 Q. Thank you. Ms. Brunner, we're looking at what's been
3 marked for identification as USA 44B. Do you recognize this?

4 A. Yes.

5 Q. What is it?

6 A. It is a printout of my AT&T phone bill log.

7 Q. And how do you know that?

8 A. Because I'm the one that went through the very difficult
9 task of figuring out how to print it.

10 MS. GAFFNEY PAINTER: Your Honor, the government
11 moves for the admission of Government Exhibit USA 44B.

12 MR. C. MATTHEW RITTGERS: No objection, Your Honor.

13 THE COURT: USA 44B is admitted without objection.

14 Q. The conversations that you had with Mr. Sittenfeld about
15 435 Elm, did you have one conversation or many conversations?

16 A. Many.

17 Q. What did you and Mr. Sittenfeld discuss about 435 Elm?

18 A. Well, I think there was really just one very simple
19 theme, which was that he wanted me to enter into some kind of
20 agreement with Mr. Ndukwe, and he wanted me to do it at as
21 close to one dollar as I possibly -- wanted me to do it for a
22 dollar.

23 Q. What did Mr. Sittenfeld tell you about 435 Elm and
24 Mr. Ndukwe's proposed project?

25 A. That he felt that this was an important corner for

BRUNNER - DIRECT

1 redevelopment, and he thought it was very important for our
2 city to have a black developer do the project.

3 Q. Now, you mentioned the property for a dollar. Is this
4 something that the port does or has done, provide property for
5 a single dollar?

6 A. No. In the course of ten and a half years, I think we've
7 sold 20 -- we've sold over a thousand parcels in Hamilton
8 County in the last ten and a half years, and I think we've
9 sold 22 of them or so for a dollar.

10 And those are single-family lots in the Mill Creek
11 corridor that we have sold to neighboring homeowners who are
12 taking care of vacant land. So we set up a dollar a lot
13 program for that community, where there really was no market
14 value, and -- to help them have ownership of the property they
15 were already taking care of.

16 Q. And for those deals, where you offered the property for a
17 dollar, what were the considerations that you weighed before
18 engaging in those transactions?

19 A. That there would -- there had been no market activity in
20 those communities for a very long time, and that we could hold
21 the properties for another ten years and nobody would buy them
22 from us, so that it was -- we worked with the community in
23 the -- actually, they're the ones that approached us to ask
24 for consideration of this so that they could have more
25 ownership of their neighborhood.

BRUNNER - DIRECT

1 Q. Going back to the considerations that you weigh on the
2 port before you engage in transactions, is sort of these
3 community values something that is considered when you are
4 evaluating a transaction on behalf of the port?

5 A. Very much so.

6 Q. Returning to your communications with Mr. Sittenfeld
7 about 435 Elm, what was your reaction to these communications?

8 A. I think, probably, in the first couple of times, it was
9 fine, and I just assured him, yes, I'm talking to Chin. He is
10 not in a place where I'm comfortable moving forward. I've got
11 this. You know, like, I'm on it.

12 But then over time, they became more frequent and perhaps
13 more aggressive, and my reaction was I -- once again, I have
14 this. This is my responsibility to determine the highest and
15 best use, and I'm doing my best.

16 Q. When you say "aggressive," what do you mean?

17 A. They're just too frequent, and too long, and too direct.

18 Q. After 435 Elm was with the port, what options did you
19 consider with regards to a development deal for that property?

20 A. Well, I told Chin from the beginning -- when he came to
21 me and he had purchased a note, and he felt that that gave him
22 the rights to get this property at such a discounted price,
23 and I told him from the very beginning, I'm sorry that you
24 paid so much money for this note. It has no value. And
25 that's unfortunate for you. I will give you an opportunity to

BRUNNER - DIRECT

1 make money on this project, to be a part of the development
2 team.

3 I will not start engaging with anybody else and give you
4 time to put together -- you know, to find partners and put
5 together an adequate proposal.

6 So that was one track that was going on throughout this
7 whole time frame was just basically meeting with him and
8 hoping that he would come through.

9 Meanwhile, as I mentioned, we had a lot of other things
10 to consider with the property, including getting the squatters
11 out of it, and resolving litigation with a previous -- that we
12 inherited from the City of Cincinnati with a previous tenant.

13 And the other piece of litigation surrounding this
14 property was with Chin himself. And I tried to get him to
15 sign a waiver on that, which he refused to do, so his
16 litigation itself has stood in the way of our redevelopment so
17 far.

18 At the beginning, when he first came to me, he was going
19 to demolish the property himself, which surprised me, because
20 he does not have a demolition company. And I had explained to
21 him the bonding for a project of that size would be very
22 significant.

23 And he said that he had identified another demolition
24 contractor somewhere in the country that he was going to
25 purchase and bring to town.

BRUNNER - DIRECT

1 And then even as recently as the last couple of months,
2 he's now filed -- or maybe the last month, he's now filed an
3 injunction to prevent us from the demolition of the building.

4 So the litigation with him has slowed the progress, but
5 we have continued to work on the cooperative agreements that
6 are necessary for demolition with the other three property
7 owners.

8 We have written the bid specs for demolition, as soon as
9 we're able to move forward with those, and we've applied for a
10 grant from the State of Ohio to assist us in paying for the
11 demolition.

12 Q. When you were considering the different options for
13 435 Elm, did you consider, at any point, an RFP?

14 A. Yes, I did. I did. And I know, to your earlier
15 question, I did also met with Steve Leeper from 3CDC to ask
16 him if he'd be willing to review responsive to an RFP once I
17 got to that point, and he agreed that he would do that. So
18 that's one other person I did talk to.

19 But we were never in a position to move that far ahead
20 because no -- we would not do an RFP until we had that
21 property demolished. That is a very significant part of the
22 work that we do is the horizontal, we call it cleanup, of a
23 property to do the demolition.

24 I'm sure the building has asbestos in it. We have to do
25 remediation and demolition and in-site clearance, and then

BRUNNER - DIRECT

1 you've got a nice, clean piece of property that you're more
2 likely to have success with when you do an RFP, rather than
3 sending out this lovely building in its current condition,
4 saying, hey, who the heck wants to come in and take a swipe at
5 this.

6 Q. What is an RFP?

7 A. It's a request for proposal that would be sent to
8 qualified developers, developers that had experience in this
9 size, a project in urban environments, in other cities.

10 Q. And what is the goal of an RFP?

11 A. Competition, and in getting the best ideas possible.

12 Q. Now, during your conversations with Mr. Sittenfeld about
13 435 Elm, did you communicate that you were considering an RFP?

14 A. I do not recall that.

15 Q. While you were considering Mr. Ndukwe's proposal for
16 435 Elm, what were some of the other ideas you had to move the
17 project forward?

18 A. Well, we were focused on the physical asset and, like I
19 said, resolving litigation, getting the property -- getting
20 the squatters out, which we did, resolving the other piece of
21 litigation, which we did.

22 We emptied the building. We worked with non-profits, and
23 donated a significant amount of the personal property that was
24 in the building to non-profits, and secured the building.

25 And we spent an awful lot of time working on these

BRUNNER - DIRECT

1 cooperative agreements, especially with Whex Garage, which is
2 immediately adjacent.

3 And then the garage has two skywalks, one to the Hyatt
4 Regency and one to the Convention Center, so those are the
5 other two agreements we had to have in place that would allow
6 us to demolish the skywalk when we demolished the building
7 itself.

8 So we did not spend very much time -- I probably had a
9 few people, over the course of three years, reach out to us
10 expressing interest in being the developer, but we've never
11 moved forward on putting that at the highest priority because
12 we had to focus on litigation before we could do that.

13 Q. At any point in your conversations with Mr. Ndukwe, did
14 you discuss a ground lease?

15 A. Yes.

16 Q. What's a ground lease?

17 A. So a ground lease would allow the port -- under a ground
18 lease, the port would retain ownership of the land for the
19 future, and then lease the property aboveground for the
20 construction of a new building to a private party.

21 So they would own the building, and then pay rent for the
22 ground. That is important in places -- on properties that are
23 so significant to our city.

24 And I felt that with the Convention Center District
25 there, that it was important for the public sector. And we

BRUNNER - DIRECT

1 are part of the public sector and, you know, working
2 collaboratively with the city and the county and the
3 Convention of Visitors Bureau, and now 3CDC and others,
4 that -- it's going to be a bigger group of people that, for
5 the long-term, are going to decide what we want these
6 properties around the Convention Center to look like, so
7 having ownership of that property for the long-term would be
8 important.

9 Q. What was Mr. Ndukwe's reaction to the proposal of a
10 ground lease?

11 A. Very unfavorable.

12 Q. Did you ever discuss the possibility of a ground lease
13 for 435 Elm with Mr. Sittenfeld?

14 A. I'm sure I did, because I know, over the course of these
15 months with Chin, he at one point -- like I said, he presented
16 many different options and kind of crazy proposals.

17 And at one point, he did say, I'll pay \$66,000 a year,
18 instead of my proposed, I think, \$330,000. And so part of my
19 conversations with Mr. Sittenfeld regarded what I was going to
20 charge him and what he -- whether he deemed that to be fair.

21 Q. What was Mr. Sittenfeld's reaction to the ground lease
22 proposal; if you recall?

23 A. I don't recall specifically.

24 Q. How does the port generally, under your leadership,
25 balance the community interest, the highest and best use of

BRUNNER - DIRECT

1 the property, with any sort of profit motivation?

2 A. It's always a challenge, but what we often do is -- it's
3 not easy to determine the value of property that we own
4 because it's often in places where there hasn't been a lot of
5 market activity.

6 So what we often do is say to the person that wants to
7 buy property from us, whether it's a house, or a small
8 commercial property, or something large like this, we say put
9 a financing proposal to give us a -- give us a financing
10 proposal. We want you, the private sector, to make money.

11 We want -- don't want to charge you so much that it is
12 not a good transaction for you; but yet, on the other hand, we
13 cannot unjustly enrich you and just start giving property
14 away, because that is favoring the few instead of the many,
15 and where we can charge more, what we would call market value,
16 then we're able to take those proceeds and invest in our work.

17 So we're trying to -- we know we lose a lot on some
18 properties, and we're going to lose less on other properties,
19 so we rely on the financial proposals that are given to us to
20 have a conversation about reasonable profit for the private
21 sector versus what we think. You know, we're often debating
22 those two things against each other.

23 MS. GAFFNEY PAINTER: May I have just a moment, Your
24 Honor?

25 THE COURT: You may.

BRUNNER - DIRECT

1 Q. Ms. Brunner, returning to your communications with
2 Mr. Sittenfeld about 435 Elm, what was your perception of
3 those communications?

4 A. That he wanted me to enter into an agreement with
5 Mr. Ndukwe, regardless of whether I thought it was a good idea
6 or not.

7 MS. GAFFNEY PAINTER: No further questions, Your
8 Honor.

9 THE COURT: Thank you. Mr. Rittgers, I'll note the
10 time is 12:20. Do you have a sense of how long your
11 cross-examination will be?

12 MR. C. MATTHEW RITTGERS: It might be best to break,
13 Your Honor, for lunch. I just don't want to hold people up.

14 THE COURT: Sure. Very good. You'll be able to
15 return after lunch?

16 THE WITNESS: Yes.

17 THE COURT: Ladies and gentlemen of the jury, I
18 think, at this point, we're going to take our lunch break.
19 We'll try to start by 1:30. It's 12:20 right now. Please be
20 back by 1:20 so we can summon you down and try and get started
21 by 1:30.

22 As I've mentioned on multiple occasions, and I'm sure
23 you're probably sick of hearing, please do not do any research
24 on this case. Please do not discuss with each other the
25 testimony or evidence that you see.

BRUNNER - DIRECT

1 Please do not communicate with anyone about the case.
2 Please do not allow anyone to communicate with you about the
3 case. If anyone should attempt to, please let me know
4 immediately.

5 And please do not start to form any final opinions about
6 the facts or evidence that you've heard to date. That will
7 await all of the evidence, instruction on the law, and the
8 closing argument.

9 And with that, have a good lunch.

10 (Jury out at 12:20 p.m.)

11 THE COURT: Is there anything we need to discuss
12 before we break for lunch?

13 MS. GAFFNEY PAINTER: I don't believe so, Your Honor.

14 MR. C. MATTHEW RITTGERS: I don't think so, Your
15 Honor.

16 THE COURT: All right. Please try to be back by
17 1:15, 1:20, so if there's anything we need to talk about, we
18 can get the jury in by 1:30 and get started.

19 All right. We can break.

20 (Lunch recess.)

21 THE COURT: Is there anything we need to discuss
22 before we bring the jury in?

23 MS. GAFFNEY PAINTER: Not from the government, Your
24 Honor.

25 MR. C. MATTHEW RITTGERS: Not from the defense, Your

1 Honor.

2 THE COURT: Okay. Is the jury assembled?

3 (Jury in at 1:28 p.m.)

4 THE COURT: Ladies and gentlemen of the jury, I hope
5 you had an enjoyable lunch.

6 I think, when we left, we were getting ready for
7 Mr. Rittgers' cross-examination. Mr. Rittgers, you can
8 proceed.

9 MR. C. MATTHEW RITTGERS: Thank you, Your Honor.

10 CROSS-EXAMINATION

11 BY MR. C. MATTHEW RITTGERS:

12 Q. Good afternoon, Mrs. Brunner.

13 A. Good afternoon.

14 Q. You and I have never talked about this case or your
15 testimony, correct?

16 A. Correct.

17 Q. On direct examination, when the prosecutor was asking you
18 some questions, I just wanted to highlight a couple things,
19 and correct me if I'm wrong.

20 The City of Cincinnati and the port have -- that's the
21 most significant partnership that the port has is with the
22 City of Cincinnati, correct? I know it's not a technical
23 partnership, but...

24 A. No. I can't say it's more important than the
25 relationship I have with the county.

1 Q. Okay. I thought maybe it's one of the most significant
2 partnerships that the port has --

3 A. Clearly, among some other --

4 Q. -- is with the city?

5 A. Clearly, one of the most significant relationships is
6 with the city.

7 Q. And there's no direct line that you have with someone in
8 particular with the city, although you do meet with people
9 like the economic development director and some of the
10 individual council members directly at times?

11 A. There is no direct -- I have no accountability to anybody
12 at City Hall.

13 Q. In 2019, when this property was transferred to the Port
14 Authority for a dollar, there was, to your knowledge, one
15 developer interested in redevelopment of 435 Elm, correct?

16 A. I was aware of one.

17 Q. And that was Mr. Ndukwe?

18 A. Yes.

19 Q. And I believe you went through a list of factors, when
20 you were talking on direct -- do you need water? Sorry. I
21 thought you --

22 A. Huh-uh.

23 Q. Okay. Sorry -- that you wanted to see before you could
24 approve a development. Do you recall that?

25 A. Yes.

1 Q. And one of them was reputable contractor, right?

2 A. Yes.

3 Q. One of them was financing in place?

4 A. Yes, of that, and equity.

5 Q. And equity. The third, I believe, was -- you mentioned a
6 hotel, and you mentioned that it shouldn't have just been like
7 saying a hotel. You wanted to know if there was an actual
8 flag, like what type of hotel would agree to come there?

9 A. Yes.

10 Q. Architect was mentioned, correct?

11 A. Yes.

12 Q. And you already mentioned equity, which I have later in
13 my list.

14 Were you aware about these guys named Rob and Brian?

15 A. I knew that Chin had investors. I never knew their
16 names. He never shared with me who his partners were.

17 I never knew whether the initial purchase of this note
18 that he made was just him or other people. I never knew
19 exactly what the relationship was with Mike Schiff so, no, he
20 never shared with me any of his partnerships, if you will.

21 Q. Is it -- were you ever told that he had the backing of an
22 out-of-town real estate developer named Rob, who had the
23 ability to come up with millions of dollars to invest in
24 435 Elm?

25 A. Honestly, I thought that these two out-of-town

1 individuals were investors. I was never told they were
2 developers.

3 He had other -- like this Mike Schiff from Columbus that
4 he brought in, claiming that he was a developer. But the
5 out-of-towners that I heard of, I always heard referred to as
6 investors, never as developers. Certainly, never with any --
7 I was never presented with any qualifications that they had as
8 developers, and he never represented they were to be his
9 development partners.

10 Q. Were you ever told that Turner Construction was likely to
11 be the contractor?

12 A. I was told that by Chin, and was told by Dave Spaulding
13 of Turner that he had not made -- that Chin was
14 overrepresenting the conversations that they had had.

15 Q. Had you been told that IHG Hotels wanted to put an indigo
16 hotel in at 435 Elm?

17 A. I don't recall if he ever gave me the brand of a hotel, a
18 flag.

19 Q. And I believe you might have mentioned this, but on the
20 equity piece, you were never told that Rob and Brian had a big
21 group of out-of-town --

22 A. No, because frankly, he never --

23 Q. -- investors, for lack of --

24 A. In the pro formas that he gave me, that changed
25 dramatically, he changed the amount of equity. And it wasn't

1 that much. I mean, he was relying on tax credits, the TIF --
2 well, not really tax credits. The TIF I mentioned earlier, I
3 think he was relying on that for \$15 million.

4 But, I guess, to answer your question, the amount of
5 equity he was going to put in this changed with each of his
6 different pro formas he gave to me, and he never, ever shared
7 with me who those parties were.

8 Q. During your conversations with P.G., did you ever become
9 aware of the fact that he, P.G., and you were operating on two
10 different sets of information?

11 A. I specifically asked P.G. at one point in a text
12 whether -- Mr. Ndukwe called me and said that his investors
13 were friends of P.G.'s, and they were calling -- I can't
14 remember if they were calling P.G., I'm sorry, Mr. Sittenfeld,
15 or if he was calling them.

16 I asked him to clarify whether he was friends with these
17 investors, because that's what I was hearing from Mr. Ndukwe,
18 but I never knew what those relationships were.

19 And to your bigger question, I never had conversations
20 with Mr. Sittenfeld about the substance of what Mr. Ndukwe was
21 proposing to me. It was simply he wanted him in control, and
22 then let him go do his thing and get his whole team in place.

23 And I kept saying I have to have a plan. It all has to
24 be done before I give him control.

25 Q. Because you didn't think that there was a team in place

1 at the time?

2 A. I knew there wasn't a team in place. I went as late as
3 January to Columbus with Chin and Mike Schiff, and I was told
4 that that -- I think that was in January, I could be wrong. I
5 was told then that that was his development partner.

6 And we went up there to tour, and I figured out that,
7 really, he's not a developer, he also is an investor. He has
8 a stake in a lot of real estate investment in downtown
9 Columbus, but he wasn't the developer.

10 So then I pushed Mike Schiff on who would the developer
11 be, and he said he would get a local development partner. And
12 to my knowledge, he approached at least two or three local
13 developers that declined to partner with him.

14 So, you know, I don't think that there was separate sets
15 of information. I think it was, A, the information was
16 changing a lot, and it was never very clear.

17 Q. On the separate sets of information, you don't know what
18 P.G. was told by Rob or Mr. Ndukwe, correct?

19 A. No. I was never a party to any conversations.

20 Q. You don't know if he was told that it was an indigo
21 hotel, you don't know if he was told there was a \$75 million
22 deal, you don't know if he was told that Turner Construction
23 was going to be the contractor for this project, correct?

24 A. No. But I know that I told him I did not have a plan
25 that was satisfactory, and that the financing was all over the

1 place.

2 Q. Okay. I believe you ended your direct talking about P.G.
3 calling you many times about 435 Elm, correct?

4 A. Yes.

5 Q. You and P.G., in 2018 and 2019, you talked on the phone
6 about various topics, correct?

7 A. Not so -- well, yes.

8 Q. And you text on occasion?

9 A. Yes. It was more on the phone than it was by text, yes.

10 Q. Sometimes you'd email?

11 A. Probably. I don't have direct --

12 Q. But you talked on the phone more than email and text?

13 A. With him in particular, yes. I think there was more
14 phone conversation than there was written.

15 Q. And you had known P.G. for many years?

16 A. Yes.

17 Q. In fact, back in the summer of 2018, you and P.G. were
18 emailing about opportunity zone funding and planning for the
19 region. Do you recall that?

20 A. I'm sorry, we were emailing about what?

21 Q. Opportunity zone funding and planning for our region.

22 A. Oh, I don't remember the opportunity zone conversation in
23 particular, but that doesn't surprise me that we would have,
24 or -- that summer, there were a lot of conversations with a
25 lot of different people talking about that.

1 Q. All right. And that summer, you invited leaders and
2 council members to do a port tour, correct, tour industrial
3 sites?

4 A. We did tours every month or six weeks for a couple years,
5 and we invited administration and elected officials from the
6 city and the county, and a lot of other dignitaries.

7 Q. Do you recall an email that P.G. included you on, where
8 he was encouraging other council members to go on the port
9 tour because he was the only one that went?

10 A. I recall him, after he came on our tour -- I don't know
11 if it was that social media post or an email from the council
12 members, but I remember him saying something positive about
13 the results of the tour and encouraging others to participate.

14 MR. C. MATTHEW RITTGERS: Your Honor, if I may
15 approach? This is Defendant's Exhibit 105.

16 THE COURT: You may.

17 Q. Mrs. Brunner, if you could take a look at that.

18 A. Yes. As I said, I remember he did something positive
19 after that.

20 Q. And so after looking at that document, Defendant's
21 Exhibit 105, you can now say that P.G. emailed council, and I
22 believe you were on the email, encouraging them to do that
23 tour so they can actually put their feet on the ground or eyes
24 on the port's property projects, correct?

25 A. Yes.

1 Q. There were also times in 2019 where you would email P.G.
2 about development deals on port sites, and tell him your
3 thoughts about tax abatements and CRAs, correct?

4 A. I don't remember anything specific on those subjects.

5 MR. C. MATTHEW RITTGERS: Your Honor, if I may
6 approach?

7 THE COURT: You may.

8 MR. C. MATTHEW RITTGERS: This has been previously
9 marked as Defendant's Exhibit 103.

10 Q. Ms. Brunner, have you had a moment to review that?

11 A. Yes.

12 Q. And so this is an email, you to P.G., talking about TIF
13 funding and a CRA, correct?

14 A. Yes. It doesn't reference what project it was, so I --
15 but it's a pretty general statement, but yeah.

16 Q. It might have been the Brown field, which the old
17 brewery -- I forget which one, but the --

18 A. I don't think it would have been Hudepohl, but...

19 Q. Hudepohl, that's what I was thinking about.

20 A. I don't know.

21 Q. But the timing, this was January 2019?

22 A. Yes.

23 Q. And just so that we're clear, you are emailing P.G.
24 discussing the TIF being for 20 years, CRA for 65 percent at
25 15 years?

1 A. I can't -- so I'm emailing him, and I can't tell what's
2 at the top there, if that's -- that looks like that's him
3 emailing me.

4 Q. Oh, he forwarded this email from me to you, so...

5 A. Oh, oh, that's right. Yes. Yes, it's an email to me. I
6 don't know if it was following -- it would have been initiated
7 by something, either a phone call or an email. I'm obviously
8 answering some kind of question. I just don't recall the
9 question.

10 Q. And you tell him that you're going to circle back with
11 him after you have a couple more council meetings, and you
12 thank him for his input and guidance, correct?

13 A. Uh-huh. Yes.

14 Q. And this was not about 435 Elm, correct?

15 A. No.

16 Q. You would, on occasion, schedule meetings with P.G.
17 proactively, and other council members, to update them on port
18 projects, correct?

19 A. Yes.

20 Q. Do you remember when Bruce Katz came to town? Who is
21 Bruce Katz?

22 A. Bruce Katz is an international author and thought leader
23 that I brought to town for three days for a series of meetings
24 and presentations, and invited a number of different elected
25 officials and business leaders and community leaders. P.G.

1 was one of those I invited for, at least, one of the sessions.

2 Q. And even for a small breakfast with you, Mr. Denning,
3 Bruce Katz, and P.G., it was just the four of you, correct?

4 A. Was it? Okay. I don't recall that being that makeup,
5 but that doesn't surprise me.

6 Q. Okay. And there were times where he would invite you to
7 meet with other civic leaders in town to collaborate and then
8 talk about the region, correct?

9 A. Yes.

10 Q. He proactively reached out to you and someone at the
11 Regional Chamber of Commerce to help facilitate a meeting for
12 leaders all around the region, correct?

13 A. Yes.

14 Q. And there were times when P.G. would even email you when
15 he thought things were moving too slowly with the port or
16 responsiveness, correct?

17 A. I do not recall that on any kind of regular basis, other
18 than two specific projects. That was not a normal course for
19 him to say I'm moving too slowly.

20 Q. Was one of them the Mt. Airy Homeless Veterans Project?

21 A. No, that was not my project. He was asking for sites,
22 suggestions of sites for a project he was spearheading.

23 Q. And in that --

24 A. Unless you're saying he thought I wasn't replying to his
25 question fast enough?

1 Q. Yes. Do you recall that?

2 A. No. But I'm assuming that's what he's saying.

3 Q. Okay. I'll show it to you.

4 A. Because it was not our project, it was his.

5 MR. C. MATTHEW RITTGERS: Your Honor, may I approach?

6 THE COURT: You may. Thank you.

7 MR. C. MATTHEW RITTGERS: May I approach the witness?

8 THE COURT: Yes.

9 Q. Ms. Brunner, I handed you what's been marked as
10 Defendant's Exhibit 716.

11 Let me know when you've taken a look at that.

12 A. Yes.

13 Q. There's an email from P.G. to you about his desire to go
14 look at certain site locations, and then there's another email
15 three days later, where he follows up on top of that email,
16 and you said, "Shoot, I missed this. I'll get back to you on
17 Monday"?

18 A. Yes.

19 Q. So P.G. was -- he didn't have a response email on top of
20 his own email before your response, correct?

21 A. Yes.

22 Q. And he also texted you about this. Do you recall him
23 texting you about this Sedamsville and Mt. Airy?

24 A. I know I have a text regarding, like, number of sites or
25 acres or something, yes.

1 Q. Yeah. In fact, in that email, I think it might even be
2 referenced, 8.3 acres and 2.5?

3 A. Uh-huh.

4 Q. And that's also -- P.G. would text you about that, and
5 that was -- you were aware that that was for a non-profit
6 Veterans Community Project, correct?

7 A. Yes. I would say, you know, not following up in three
8 days isn't exactly being delinquent, but...

9 Q. I'm not saying that you were. I'm just saying that P.G.
10 was just persistent with his request for a response?

11 A. In this case, yes, he was.

12 Q. And this had nothing to do with 435 Elm, correct?

13 A. No.

14 Q. And P.G. emailed you months after this email, following
15 back up, asking these folks from the Veterans Community
16 Project to come tour themselves these projects, and he was
17 just doing it to give them other options. He wasn't asking
18 for a partnership from the port, he just wanted them to see it
19 for options; is that correct?

20 A. I believe so, yes.

21 Q. Even emailing you the day after Christmas, December 26th,
22 on that project?

23 A. I do not recall.

24 Q. Is it fair to say that P.G. and you, during 2018 and
25 2019, had conversations about a lot of different topics?

1 A. I would say -- I don't know what "a lot" is. That's a --
2 I'm gonna say a hard thing to answer.

3 Q. Would you say that, in terms of the importance for the
4 region, 435 Elm was high on the list?

5 A. I think that 435 is a very important part of our downtown
6 and our Convention Center District.

7 Q. Another reason P.G. was contacting you many times, that
8 you're aware of, is because he believed -- you were aware that
9 P.G. believed you might have been treating Mr. Ndukwe
10 differently?

11 A. He accused me of treating him differently.

12 Q. Who is "he"?

13 A. Both Mr. Ndukwe and Mr. Sittenfeld.

14 Q. Okay. And so that could be another reason why
15 Mr. Sittenfeld was reaching out to you during that time,
16 correct?

17 A. To accuse me of not treating Mr. Ndukwe fairly?

18 Q. I mean, yeah. I'm asking you if you were aware of that.

19 A. Yes. I think that was part of the theme of his phone
20 calls to me.

21 Q. In 2019, and even in 2020, it was still your preference
22 to work a development agreement with Mr. Ndukwe and not do a
23 request for proposal, correct?

24 A. No. As we moved into late 2019 and then in early '20,
25 after we went -- we went through a few -- we had some bumps in

1 the road there.

2 One of them was the challenges with Mike Schiff, and the
3 other was my concerns with Chin, and comments he was making in
4 the community accusing me of being racist.

5 Q. And P.G. was trying to mend that relationship?

6 A. I don't know if he was trying to mend it, or he was
7 trying to pressure me into overlooking the differences and
8 moving forward.

9 MR. C. MATTHEW RITTGERS: May I approach the witness,
10 Your Honor?

11 THE COURT: You may.

12 Q. This is Defendant's Exhibit 717.

13 Ms. Brunner, can you look at the line just above your
14 signature. You were indicating to Mr. Ndukwe and Mr. Schiff
15 that working with, as you said, Chin, has always been
16 preferable, correct?

17 A. Are you saying that it says that on here somewhere?

18 Q. Right above -- you see the signature that says "Laura"?

19 A. Oh, uh-huh.

20 Q. You see the sentence right above that?

21 A. Uh-huh.

22 Q. That's what you're telling Mike Schiff and cc'ing
23 Mr. Ndukwe?

24 A. I think that's consistent with what I've been saying
25 today, that from the very beginning, from the moment I had

1 this property, the perfect world would have been to have Chin
2 be a part of a development team.

3 It would have been an opportunity for him to recover some
4 of the investment that he made, if not more than his
5 investment, and it would be great to have a significant -- a
6 black developer play a significant role in a significant
7 project.

8 But -- and that's what I'm saying 'til the end. It would
9 have been preferable, but he didn't do anything I asked him to
10 do.

11 Q. That email was in late 2019, correct?

12 A. Yes.

13 Q. You were unaware -- in 2019, you were trying to negotiate
14 a partnership between the port and Mr. Ndukwe, correct?

15 A. It wasn't going to be a partnership. There would have
16 never been joint ownership. I'm using partnership as joint
17 ownership.

18 Q. Okay.

19 A. What we talked about from the very beginning is the
20 potential of me agreeing to lease this property to him under
21 this ground lease, and have him with a group of developers
22 who -- obviously, would have to have the equity partners there
23 too -- would do the development.

24 Q. And he had offered you, at least at one point, \$66,000
25 per year for that ground lease, correct?

1 A. Yes.

2 Q. You were unaware of any legal issues that he had with the
3 FBI during this time, correct?

4 A. I was -- well, by this time, in December, I was aware of
5 his other criminal charges.

6 Q. He wasn't charged. Are you talking about the sexual
7 assault allegations?

8 A. Yes.

9 Q. You were aware of the sexual assault allegations in
10 September of 2019?

11 A. Yes.

12 Q. But you were unaware of any admissions that he gave the
13 prosecutors or the FBI related to federal criminal charges?

14 A. Correct.

15 Q. Would you have been spending that time and energy trying
16 to negotiate a joint ownership agreement had you been aware of
17 that?

18 A. If I had known he had approached the FB- --

19 MS. GAFFNEY PAINTER: Objection, Your Honor. It's
20 hypothetical, and she also testified earlier that there was no
21 joint ownership.

22 THE COURT: Sustained.

23 Q. 435 Elm cost the City of Cincinnati, before the transfer,
24 \$400,000 per year in maintenance costs. Did you know that?

25 A. I don't know the precise number. It was a significant

1 amount, and that excludes the delinquent real estate taxes
2 that were on the property as well.

3 Q. Which were over a million dollars?

4 A. Yes.

5 Q. So when the property gets transferred to the port, you
6 all at the port have the ability to do things with the
7 delinquent real estate taxes, correct?

8 A. We managed the county land bank, and the land bank has
9 the authority to clear delinquent taxes when it takes title to
10 property.

11 Q. But the maintenance costs, which you are now, I assume,
12 aware of, they continue to drain now the port's finances.
13 That hasn't gone away just because it was transferred to the
14 port, correct?

15 A. Correct.

16 Q. So that's to the tune of \$400,000 a year, as we sit here
17 today?

18 A. I'm not going to speculate as to the exact amount
19 because, obviously, the building's vacant now, there isn't
20 electricity. We've managed the costs down from the time we
21 took ownership, so I cannot tell you the exact amount, but
22 it's not \$400,000 a year.

23 Q. Property's blighted, you would agree with me?

24 A. Yes.

25 Q. In disrepair?

1 A. Yes.

2 Q. It is directly across the street from our Convention
3 Center?

4 A. Yes.

5 Q. So any time someone comes in from out of town to go
6 there, they see this property with paper and boarded up?

7 A. Well aware of it.

8 Q. I'm just making sure everyone else is aware. As we sit
9 here today, if we walked west, we would see all this, correct?

10 A. Correct.

11 Q. And you're in litigation currently in Hamilton County
12 Common Pleas Court with Mr. Ndukwe's company, Kingsley, about
13 this property, 435 Elm, correct?

14 A. Yes.

15 Q. And there's a dispute over whether or not he has the air
16 rights. I believe you claim that -- go ahead.

17 A. I do not think I can answer that. I don't think I should
18 answer that question. We have a dispute as to his interest in
19 the property. I don't think I should say anything more than
20 that, due to the litigation.

21 MR. C. MATTHEW RITTGERS: Thank you. May I have one
22 minute, Your Honor?

23 THE COURT: You may.

24 MR. C. MATTHEW RITTGERS: I have no further
25 questions, Your Honor.

1 THE COURT: Thank you, Mr. Rittgers. Ms. Gaffney
2 Painter?

3 MS. GAFFNEY PAINTER: Just a brief redirect, Your
4 Honor.

5 THE COURT: Very good.

6 MS. GAFFNEY PAINTER: May I approach the podium?

7 THE COURT: You may.

8 REDIRECT EXAMINATION

9 BY MS. GAFFNEY PAINTER:

10 Q. Ms. Brunner, you were asked a series of questions about
11 Rob and Brian, and I believe you testified there was a
12 distinction between a developer versus an investor. Can you
13 please explain that distinction to us?

14 A. Yes. This morning, when I listed some of the activities
15 that a developer undertakes for property, you have to find a
16 piece of property. You have to get title to the property.

17 You have to do environmental assessments of the property.
18 You have to do a design. You have to cost it. You have to do
19 this financial pro forma and test all these assumptions. You
20 have to raise debt and equity, and hire a contractor. Those
21 are all activities of a developer that are completely separate
22 from who owns the project.

23 The developer that I just described that did all of those
24 things may not have any equity in it. They don't own it at
25 all. They just get paid a developer fee, or they might put

1 \$2 million of their money in and they own all of it.

2 Or if the equity that's required for that project is
3 \$4 million, and they only have \$2 million, then they find
4 somebody else to invest with them, and they share the
5 ownership 50/50, each putting in \$2 million.

6 So the ownership of the project, which means the share of
7 the profits in the future, and the way you split the money
8 when you sell it, that all depends on equity, who's got the
9 money in it.

10 Now, sometimes one of those partners might have a -- more
11 money personally, and so they can sign a guarantee for the
12 debt, so they get paid some for that. So there are other ways
13 in which you kind of split responsibilities and benefits, but
14 all of that, those are just equity partners.

15 You know, and nowhere in this, you know, discussion, in
16 these discussions with Mr. Sittenfeld were we talking about
17 who the developer was, and that was my concern from the very
18 beginning is who actually has the skill to do this.

19 Q. You referenced, on cross-examination, changes to the
20 pro forma. Can you give us just some examples of how
21 Mr. Ndukwe's pro forma was changing?

22 A. Yes. The first, most complete pro forma that he gave to
23 me was multiple pages, and he showed what the costs were going
24 to be, the debt, equity had already been put in there, not who
25 the parties were, so I didn't know any -- if there were any

BRUNNER - REDIRECT

1 commitments behind it.

2 But then the pro forma said, okay, I think it was about
3 \$88 million. This project is going to cost \$88 million.
4 We're going to sell it year nine.

5 And mister -- Kingsley, Chinedum's profit, his profit was
6 going to be \$27.6 million. So I said to him, well, if you're
7 going to make \$27.6 million when you sell this in nine years,
8 you can surely afford to pay me the \$330,000 of ground payment
9 that I'm asking for.

10 So he said, oh, hmmm. That didn't go so well. He came
11 back eight days later with a pro forma that magically now said
12 that he was going to make \$4.6 million instead of
13 \$27.6 million. And then a few months later, I got one from
14 him that says he was going to make \$5.8 million.

15 So all of the numbers were changing to such a great
16 degree, I had no confidence in them.

17 Q. You were asked a series of questions on cross-examination
18 about contact you had with Mr. Sittenfeld in 2018, 2019, 2020.

19 Was the communication you had with Mr. Sittenfeld about
20 435 Elm different in kind from those communications?

21 A. Yes.

22 Q. How so?

23 A. I had -- Mr. Sittenfeld was one of the many council
24 members I had a good relationship with. And we talked. You
25 know, we cared a lot about the city. We talked a lot about

1 different things. He's a big picture thinker and cared
2 deeply, so we had a lot of very productive conversations.

3 And I will say these conversations about 435 Elm were
4 completely out of context with the rest of my communication
5 with him.

6 MS. GAFFNEY PAINTER: No further questions, Your
7 Honor.

8 THE COURT: Thank you.

9 MR. C. MATTHEW RITTGERS: Very briefly. May I
10 approach, Your Honor?

11 THE COURT: You may.

12 MR. C. MATTHEW RITTGERS: Thank you, Your Honor.

13 RECROSS-EXAMINATION

14 BY MR. C. MATTHEW RITTGERS:

15 Q. Ms. Brunner, were you aware that Rob cut his teeth in
16 Georgia doing real estate development decades ago?

17 A. I never heard these names. Never heard of Rob until the
18 newspapers, you know, whenever this all -- this whole case
19 came out in the newspapers.

20 I did not know he -- I just knew there were investors. I
21 never knew their names. I was never told anything about them.

22 Q. In that first pro forma that you mentioned on redirect,
23 you mentioned that there was no commitment behind him in that
24 pro forma. You're referring to money, correct?

25 A. I'm saying that -- well, that he had -- it was an Excel

1 spreadsheet. It did not give any details of where the -- if
2 he had bank financing, if he had equity commitments or not.

3 Q. Equity commitments could be somebody like out-of-town
4 investors with --

5 A. Oh, yes.

6 Q. -- millions of dollars?

7 A. Yes. But he never shared that with me. He never said I
8 have investors. He never told me. When Mike Schiff came to
9 town, you know, it was just like "my partners." I said what
10 is he doing? And he kept telling me he's a developer. And
11 I'm, like, no, he's not a developer. It sounds like he's an
12 investor.

13 So then I didn't know what these other two guys were.
14 And, honestly, I didn't know if those other two guys were
15 investors in 435, or -- because Chin was buying up multiple
16 properties in different locations. I didn't know what was
17 going on, honestly.

18 Q. In all your communications with P.G., you could tell that
19 he cared deeply about the City of Cincinnati?

20 A. Yes.

21 MR. C. MATTHEW RITTGERS: Thank you. I have no
22 further questions Your Honor.

23 MS. GAFFNEY PAINTER: No re-redirect, Your Honor.

24 THE COURT: Very good. Ma'am, you may step down.
25 Thank you.

1 (Witness excused.)

2 THE COURT: Does the government intend to call
3 another witness?

4 MR. SINGER: No, Your Honor.

5 THE COURT: So you're resting?

6 MR. SINGER: Yes, Your Honor.

7 THE COURT: So should we take a brief break?

8 MR. C. MATTHEW RITTGERS: Just a brief one.

9 THE COURT: Ladies and gentlemen of the jury, the
10 government is resting its case, which means it's not calling
11 any further witnesses at this time.

12 There's usually a little work that we need to do before
13 the defense starts to put on its case, so we need to have a
14 little conversation, and that will give you an opportunity to
15 have a break.

16 We will be in contact when we're ready to go. It may
17 take a little longer than usual, just because we're switching
18 from one case to another here. I imagine you would be back by
19 2:30.

20 I would remind you not to discuss -- the government's
21 case has rested. The case is certainly not over, so please do
22 not discuss it amongst yourselves. Please do not do any
23 research. Please do not communicate with anyone on the case.

24 If anyone attempts to communicate with you, please let me
25 know. And please do not form any final opinions. While the

1 government has rested its case, Mr. Sittenfeld still has to
2 put on his. The time for deliberating and forming opinions
3 will be after all that is done. So have a good afternoon
4 break.

5 (Jury out at 2:03 p.m.)

6 THE COURT: Mr. Rittgers, do you have a motion to
7 make?

8 MR. C. MATTHEW RITTGERS: I believe it's Mr. Schuett,
9 Your Honor.

10 THE COURT: Very well. Mr. Schuett?

11 MR. SCHUETT: May I approach?

12 THE COURT: You may. Is the jury clear, Scott?

13 COURTROOM DEPUTY: Yes.

14 MR. SCHUETT: May I proceed, Your Honor?

15 THE COURT: You may.

16 MR. SCHUETT: Your Honor, at this time we would make
17 a motion for judgment of acquittal pursuant to Rule 29 on all
18 six counts.

19 As part of our arguments, my thought was to go through it
20 how it was grouped on the indictment 1, 2, 3, 5, 4, 6.

21 THE COURT: Very good.

22 MR. SCHUETT: I also intended to probably refer to
23 things like in the indictment as phase one and phase two, if
24 that makes sense to the Court as well.

25 THE COURT: It does.

1 MR. SCHUETT: I intended to walk through the six
2 counts separately in those bundles before addressing the
3 underlying quid pro quo that kind of is at the foundation of
4 all six, Your Honor.

5 THE COURT: Very good.

6 MR. SCHUETT: Your Honor, we believe that the motion
7 for acquittal should be granted on all six counts to start
8 because, aside from the stipulations, there's not sufficient
9 evidence presented by the government to meet the standard,
10 even though it is a lower standard here in Rule 29.

11 On Counts 1 and 2, the issue to address, to begin with,
12 would be that the scheme or artifice to defraud in this case
13 as it relates to honest services, Your Honor, the government
14 has failed to provide sufficient evidence, even on a Rule 29
15 standard, that there was this scheme or artifice to deprive
16 another of honest services by Mr. Sittenfeld.

17 As we heard, he published through the FEC the checks that
18 he received. Those were publicly disclosed checks. He did
19 not conceal those checks in any way.

20 The names that were provided on those checks are the ones
21 that were assigned on the FEC website. If there was a scheme
22 to defraud, one would assume that he would have just taken the
23 cash that was offered to him. He did not accept that.

24 There was discussions of cashier's checks that would have
25 been the equivalent of cash, and he did not accept that. Then

1 there was the issue with the corporation checks versus the LLC
2 checks. Again, if there was some sort of scheme to defraud, a
3 scheme to materially conceal, none of those were taken.

4 Mr. Sittenfeld, on multiple occasions, asked for the
5 names of real people and real LLCs, which were then provided
6 to the FEC and the --

7 THE COURT: Mr. Schuett, let me ask you a question,
8 if I could.

9 So if he took even a legal contribution in exchange for a
10 tacit agreement to provide some specific official action,
11 would that not suffice to show a scheme to defraud for
12 purposes of Counts 1 and 2?

13 MR. SCHUETT: If I'm understanding what you're
14 saying, if there's a tacit bribery argument or agreement, that
15 that would constitute a scheme to defraud. Is that the
16 question?

17 THE COURT: That's what I'm asking. Is that
18 sufficient scheme to defraud for purposes of an honest
19 services violation?

20 MR. SCHUETT: I think the law is pretty clear that if
21 that existed, yes, that that would -- bribery can be a scheme
22 to defraud. Obviously, we believe that that has not been
23 proven, which I was going to discuss later, but --

24 THE COURT: Sure.

25 MR. SCHUETT: -- if I understand what the Court's

1 asking, yes, bribery could constitute a scheme to defraud. I
2 think the law is pretty clear on that.

3 THE COURT: Okay. I just wanted to make sure that I
4 was understanding correctly. Thank you.

5 MR. SCHUETT: Your Honor, he's not charged with any,
6 as we've discussed at great length at times, any FEC
7 violations, certainly nothing related to straw donors.

8 And I mean, if you look at the evidence that has been
9 presented, it wasn't exactly clear. There was discussion at
10 one point of the cash, but then Rob later said that someone --
11 that he was giving him a check that was written from his
12 partner and his partner's LLC.

13 So on that point, we would argue that that scheme to
14 defraud has not been established. Again, we'll address the
15 quid pro quo later, Your Honor.

16 THE COURT: Even on a scheme to defraud front, I
17 think you'd agree, we have to take the evidence, at this
18 stage, in the light most favorable to the government; isn't
19 that right?

20 MR. SCHUETT: We do, Your Honor, whether or not any
21 rational trier of fact would believe that the element had been
22 met, yes, sir.

23 THE COURT: Hasn't there been testimony that he was
24 aware that the names on the checks didn't match the actual
25 source of funds, at least on a couple of occasions? I thought

1 Mr. Ndukwe testified to that, didn't he?

2 MR. SCHUETT: I don't remember Mr. Ndukwe -- I
3 remember discussion from Rob that at least that had been
4 asserted. I mean, if you looked at the transcripts or watched
5 the video, that it's not exactly that clear.

6 There are discussions of going to his network to retrieve
7 LLC checks, not that it was some sort of the same cash, per
8 se, but that they were going to their network funds to present
9 these LLCs.

10 THE COURT: I guess, with regard to Mr. Ndukwe, it
11 was that Mr. Sittenfeld knew that the money that Mr. Ndukwe's
12 associate at work provided was, in fact, the source of that
13 funds of Mr. Ndukwe. That's what Mr. Ndukwe testified, I
14 think, right?

15 MR. SCHUETT: We're talking about Tung Nguyen?

16 THE COURT: Yes.

17 MR. SCHUETT: Sorry, Your Honor. That's not before
18 the Court on these charges, Your Honor. That's not part of
19 the scheme for Count 1 or Count 2. And whatever the jury
20 wants to give that weight for intent certainly doesn't allow
21 the government to meet their Rule 29 obligations for Counts 1
22 and 2, Your Honor.

23 THE COURT: Okay.

24 MR. SCHUETT: Moving on to Counts 4 and 6 for the
25 extortion. Again, separate from quid pro quo bribery, to

1 discuss just generally.

2 We would submit there's no evidence offered that he used
3 any sort of threats or violence towards the undercover agents
4 to have them hand over donations.

5 I understand that when you're in a position, an official
6 elected position, there could be, perhaps, an undertone of
7 coercion when it's connected to that office.

8 But if you look at the conversations between
9 Mr. Sittenfeld and Rob, there is not some sort of element of
10 do this or else. There is not a coercive environment.

11 Most of the time, Mr. Sittenfeld is very collegial,
12 they're joking, they're laughing. There is not an effort by
13 Mr. Sittenfeld, nor evidence has been presented of an effort
14 by Mr. Sittenfeld, to create a coercive environment. In fact,
15 in 20- --

16 THE COURT: What about the statement, "I don't want
17 you to be in a situation where I'm like no, Chin, I love you
18 but can't"? How is that not coercive?

19 I mean, how can it be that a rational trier of fact
20 couldn't maybe find that to be coercive? Not saying that I
21 find it to be coercive, but that isn't the standard, right?

22 MR. SCHUETT: Understood, Your Honor. On that
23 particular call and statement, if I understand correctly,
24 Counts 4 and 6 relate to the exchange between Rob and the UCEs
25 and Mr. Sittenfeld, not Mr. Ndukwe.

1 So that statement, for whatever value it may or may not
2 carry, does not inform the Court on the sufficiency of
3 evidence that would be needed for an extortive charge with the
4 agents, Your Honor.

5 THE COURT: So you're saying that statement can't
6 form the basis for the charges that are set forth in 4 and 6;
7 is that right?

8 MR. SCHUETT: As written in the indictment, correct,
9 Your Honor.

10 THE COURT: Okay.

11 MR. SCHUETT: It's certainly listed in the general
12 scheme, but it's not listed in the actual Counts 4 and 6,
13 those related to the UCE donations. Mr. Ndukwe, in that
14 conversation, no money was exchanged, there wasn't any
15 official acts, there wouldn't --

16 THE COURT: Well, but what if Mr. Ndukwe had shared
17 with Rob and Brian that statement, couldn't you have the
18 indirect effect of --

19 MR. SCHUETT: Potentially, I suppose. But the burden
20 was on the government to present that evidence. We certainly
21 didn't hear that, Your Honor.

22 So I would -- again, I would say there's not a nexus to
23 connect that statement from Mr. Sittenfeld to Mr. Ndukwe to
24 the extortion charges that exist in Counts 4 and 6, Your
25 Honor.

1 THE COURT: Okay.

2 MR. SCHUETT: As I was stating, in 2019,
3 Mr. Sittenfeld doesn't even solicit donations. I think it was
4 pretty clear that Vinny, in September of 2019, he wasn't
5 solicited to provide donations.

6 Later, Rob volunteered again that they were going to give
7 donations. There was not solicitation. There was no coercive
8 environment. And so for those reasons, we would suggest to
9 the Court that, again, discussing quid pro quo later, that the
10 extortive element there is not present.

11 There was no fear. And even just because he is an
12 elected official, he wasn't taking any action as that elected
13 official to create an extortion-type environment, Your Honor.

14 THE COURT: So with regard to phase one, phase two,
15 do you think there has to be a separate threat in phase -- I
16 guess what you're calling phase two, or I guess Count 6, there
17 has to be a separate threat to form a basis for liability
18 under Count 6?

19 MR. SCHUETT: The dates within the indictment are
20 separate, Your Honor. It's not a continuing course of -- and
21 they give two very different dates that these charges are
22 supposed to have occurred.

23 So I would argue that, given the different scope of dates
24 that they've presented that, yes, there would need to be a
25 separate extortive action or environment.

1 THE COURT: I have too many books.

2 MR. SCHUETT: Your Honor, if I may also grab the
3 indictment? I didn't bring it up here.

4 THE COURT: I've got the indictment. That's what I
5 was looking for.

6 You're pointing out that in Count 6, for example, it says
7 from July 8, 2019, to on or about February 5, 2020,
8 Mr. Sittenfeld knowingly, and then goes on.

9 So you're saying they have to point to some conduct that
10 occurred between those two dates?

11 MR. SCHUETT: As I understand the notice they
12 provided, yes, sir.

13 THE COURT: Okay. As opposed to Count 4, which is
14 predicated on conduct that occurred from on or about
15 September 21, 2019, to on or about September 17, 2019?

16 MR. SCHUETT: That is correct, Your Honor. That's
17 our position.

18 THE COURT: Very good. All right. I can understand
19 that.

20 MR. SCHUETT: Moving on, then, to the last coupling
21 of Counts 3 and 5, which lead to the program with federal
22 funds.

23 I wanted to reassert at this point, I know it hadn't been
24 decided earlier that, given that this is a campaign donation
25 case, that for these particular charges, there is going to

1 need to be an explicit quid pro quo.

2 Even as the statute is written, it does say there needs
3 to be a specific intent to act corruptly and be influenced by,
4 because there's a presumptive idea and legitimacy to campaign
5 donations in order for that to be corrupt, and the influence
6 by should be read as an explicit quid pro quo.

7 THE COURT: But not express, you'd agree? He's being
8 explicit but not express, right?

9 MR. SCHUETT: Correct, Your Honor. It's my
10 understanding that between the Sixth Circuit and Supreme Court
11 has made it very clear that it does not need to be express.
12 It does need to be explicit, though, Your Honor.

13 THE COURT: Okay.

14 MR. SCHUETT: And so I did want to turn to the
15 concept, then, of the quid pro quo.

16 Your Honor, obviously, there are profound constitutional
17 implications in this case when we are dealing with free
18 speech, political speech, something that has been the hallmark
19 of this country, one of the first protected right that we list
20 in the Bill of Rights, and the chilling effect that it can
21 have if politicians are not allowed to engage with
22 constituents.

23 Donations are seen as, on innuendo or vague statements,
24 to be corrupt. There's also federalism concerns, with
25 the U.S. Government coming in and telling local officials,

1 based on vague inferences, that they are committing federal
2 crimes.

3 It's obviously clear that not every donation, as the
4 Court said in *Terry*, is a bribe in sheep's clothing.

5 There is a general expectation in this country that some
6 future favorable action is not enough to prove quid pro quo.
7 Seeking donations from donors and individuals with businesses
8 in front of the legislative body that you happen to be on is
9 not, in itself, enough to be quid pro quo.

10 It's not a crime, even if there's temporal proximity, in
11 and of itself. The fact that there was a donation, and then
12 an act close in time, without more, is not quid pro quo.

13 We want our politicians to be serving their constituents
14 and supporting legislation. They want to be able to talk with
15 them about their policy considerations and, obviously, those
16 campaigns need to be financed.

17 So there's obviously a danger here, and it's unrealistic
18 to believe that a legislator can commit a crime when they lay
19 out the benefits for their constituents, when they hear from
20 donors that may have business in front of the legislative
21 body --

22 THE COURT: What about the statement "I'll shepherd
23 the votes"?

24 MR. SCHUETT: Yes, Your Honor. We would argue that,
25 as noted by this Court, could be read in multiple different

1 ways.

2 THE COURT: But isn't that exactly the point? It
3 could be read in multiple different ways, so then isn't it the
4 jury's job to --

5 MR. SCHUETT: Your Honor, at this point, I would
6 actually argue that is a failure of the state to provide
7 sufficient evidence. There was a specific official act
8 discussed because the specific official act has to be
9 pressure, convincing someone to vote, as opposed to expressing
10 support.

11 And if it was just expressing support, then they haven't
12 met their burden, right? Because if it's just I support a
13 project, or I support a policy, or I support crossing the
14 aisle to shake hands in a bipartisan way --

15 THE COURT: Well, but it's enough if it's just even
16 an "I'll vote yes." It doesn't have to be I'll get the whole
17 council to agree, right? Wouldn't it be an official act --
18 and I'm not saying that the evidence shows this.

19 But if Mr. Sittenfeld were to agree to vote himself in a
20 particular way, he doesn't have to be able to deliver the
21 whole council in order for it to be an official act, does he?

22 MR. SCHUETT: Well, no. If he had said I will vote,
23 but he didn't, one, Your Honor; and two, that it has to be in
24 exchange for the money, which also, we would argue, has not
25 been linked.

1 So I think the vagueness in this situation actually, it
2 goes against -- the government had the burden to prove
3 sufficient evidence that this was a specific official act, and
4 they haven't done so. And --

5 THE COURT: Isn't it that one conversation where it's
6 like, well, I don't know if it's going to come in front of you
7 in six months, or a year, or two years, but we need to know
8 it's a yes when it does type thing? You know the comment to
9 which I'm alluding?

10 MR. SCHUETT: Yes, Your Honor. And I mean, again,
11 "can deliver the votes" is unclear. Again, the nexus to be
12 controlled by money is lacking as well. And so, you know,
13 again, somewhat of a team, this is like you take out a
14 context, maybe, right, but they need to provide that nexus.
15 They haven't done so.

16 And we would argue that those vague statements in 2018,
17 about delivering votes and shepherding votes, do not rise to
18 the level of sufficient evidence to prove, even at this
19 juncture, even with a Rule 29 threshold, to send that matter
20 to the jury.

21 As far as 2019, there's no statements being made by
22 Mr. Sittenfeld regarding official acts. Again, it was he
23 stood up to leave, or while he got up, he shook hands. It
24 sounded like he was leaving. It was, hey, come over here.
25 There was not a nexus. There wasn't an official act, or even

1 a specific official act that was discussed.

2 At that meeting, there was general discussion of how
3 government works, and how zoning works, and when a city can
4 handle certain things through licensing.

5 Though if you look at the entirety of that, that video, I
6 believe it's 30F, as in Frank, while we only saw truncated
7 versions, there's an entire discussion in session one that
8 we've heard about multiple times but we didn't hear.

9 And in that, Rob and Brian are priming that concept of
10 sports betting, and their concerns about Mr. Ndukwe as the
11 face. And then they come in, and they start talking about it
12 again.

13 And Vinny starts talking about how he's frustrated that
14 it's going to be on a statewide level, which Mr. Sittenfeld
15 then discusses he has no power in that, the way it works, and
16 explains the mechanics of how it works; state, local, when
17 they can zone and when they can't. But there's no commitment
18 to any official act.

19 The most that you get is that Mr. Sittenfeld says he can
20 put them in touch with Dan, which would just be setting up a
21 meeting, which is not a specific official act.

22 And Vinny, when he says, hey, we're going to take care of
23 you, which isn't illicit, in and of itself. That just means
24 we want to donate.

25 He says what I want you to do is keep Rob updated.

1 Again, that's not a specific official act. That's just
2 relaying information.

3 And so we would submit there's not a specific official
4 act at all. It was in the indictment for Counts 2, 5, and 6,
5 but that are in that phase two that would rise to the level --
6 even on a Rule 29 level to go to the jury, Your Honor.

7 As far as the in exchange for, we would also argue that
8 there is not, one, an explicit quid pro quo, in that the
9 agreement would be clear and understanding, unambiguous, that
10 Mr. Sittenfeld expressed a manifest -- or manifested an intent
11 to be controlled by the money for a specific official act.

12 And on that level would argue that then, because the quid
13 pro quo is sort of the foundation for all six, that not
14 showing the explicit clear understanding, and the fact that
15 we're talking about what does deliver the votes means goes to
16 that point, Your Honor, that there's not an explicit
17 understanding on what it means.

18 And the government hasn't shown enough evidence to rise
19 to that level.

20 For that reason, Your Honor, we would ask that you grant
21 the motion on all six counts.

22 THE COURT: Thank you, Mr. Schuett.

23 Would the government like to respond?

24 MR. SINGER: Yes, Your Honor.

25 If I may, I'm just going to address the topics as

1 they were raised by the defense.

2 THE COURT: Sounds good.

3 MR. SINGER: As to the honest services fraud relating
4 to a scheme to defraud in Counts 1 and 2, that is rolled up in
5 the quid pro quo. If there is a quid pro quo, then it
6 necessarily is a concealment from the public, and that in
7 itself indicates that intent to defraud.

8 As for Counts 4 and 6, the defense raised a lack of
9 threats or inducement. That's the holding of the *Evans* case,
10 Your Honor.

11 Supreme Court said in *Evans* that there is no inducement
12 element for extortion under color of official right.

13 The Court said this is the holding, where a public
14 official knowingly receives a bribe, that satisfies the Hobbs
15 Act under color of official right. There is no inducement
16 element. It's not like the other prongs, the other types of
17 extortion.

18 THE COURT: So are you saying the elements for 4 and
19 6 are identical to 1 and 2 or what?

20 MR. SINGER: For purposes of bribery, yes. Honest
21 services bribery and extortion under color of official right,
22 that's why the case law -- there's so much overlap on the case
23 law for color of official right bribery cases and honest
24 services bribery cases.

25 THE COURT: I thought that was a problem, if you have

1 two crimes that have exactly the same elements.

2 MR. SINGER: They don't have -- the bribery prong is
3 the same. They have different jurisdictional elements.

4 THE COURT: Oh, I see. Okay.

5 MR. SINGER: So for honest services fraud, there must
6 be a wire, or there must be some affect on interstate commerce
7 for the Hobbs Act.

8 THE COURT: Okay.

9 MR. SINGER: But the Supreme Court is very clear that
10 there is no inducement. The inducement comes by the fact that
11 they're public officials, and so there is an innate presence
12 and authority over the decisionmaking that creates an
13 imbalance.

14 THE COURT: In the presence of a quid pro quo?

15 MR. SINGER: Yes. Yes.

16 THE COURT: Okay.

17 MR. SINGER: And so wherever a public official
18 knowingly receives a bribe, that's enough to satisfy the
19 elements both for honest services fraud and the extortion
20 count.

21 For Counts 3 and 5, the 666 charges, the Sixth Circuit is
22 clear that there is no quid pro quo requirement, that the
23 Sixth Circuit looks at the elements of the -- the statutory
24 language when determining the elements, and the statutory
25 language includes a corrupt intent to either be influenced or

1 rewarded in connection with business that's before the city.

2 Now, this is a campaign contribution case, so as the
3 Court has recognized in the jury instructions that we filed,
4 the business has to be specific business. So it would mirror
5 the -- sort of the specific official action in that regard
6 that has to relate to a specific project or a specific
7 business, otherwise, it would be a more general business that
8 would be allowable under 666.

9 But that element is satisfied here, Your Honor, because
10 the 435 Elm Street project is the subject matter of both
11 Counts 3 and Count 5.

12 So all of the conversations relating to money in exchange
13 for some business before the city, it all relates to the
14 specific business that is advancing the 435 Elm Street
15 project.

16 THE COURT: With respect to Count 5 and the 2019/'20
17 time frame, where are you getting -- I'm looking at, I guess
18 it's Count 3, but I assume the elements are the same,
19 corruptly solicited and demanded.

20 So are you saying that what occurred in the hotel room,
21 where in the video it appeared Mr. Sittenfeld was getting up
22 to leave, and then Vinny raised the two checks, are you saying
23 something -- where am I going to find the soliciting or
24 demanding in that -- well, let me start with this.

25 Is that what you're saying was the soliciting or

1 demanding, was that vignette?

2 MR. SINGER: No, Your Honor. I don't believe Count 5
3 has solicitation language. The solicitation comes from -- is
4 in Count --

5 THE COURT: Count 5, corruptly solicited and demanded
6 for his own benefit, and accepted and agreed to accept a thing
7 of value from a person intended to be influenced and rewarded
8 in connection.

9 MR. SINGER: So we charged in the conjunctive, Your
10 Honor. I think the evidence will show that he accepted and
11 received the money corruptly and in exchange or in connection
12 with the business of the city.

13 THE COURT: Oh, it says "and" in the indictment. It
14 says, Corruptly solicited and demanded for his own benefit and
15 accepted and agreed to accept, so you're saying it's an "or"?

16 MR. SINGER: Well, when it goes to the jury, it will
17 be an "or."

18 THE COURT: Oh. Okay. Why is that? This isn't the
19 quote from the statute, or what?

20 MR. SINGER: Well, it is a quote from the statute,
21 Your Honor, but we include more language in the indictment.

22 THE COURT: Oh, I see.

23 MR. SINGER: The jury can decide any one of those.
24 They don't have to find that each one of them occurs.

25 THE COURT: So you're saying he did A and B, and both

1 A and B are wrong, but if either A or B happened, that would
2 be --

3 MR. SINGER: Correct.

4 THE COURT: So you're focused on the intending to be
5 influenced and rewarded?

6 MR. SINGER: Correct.

7 THE COURT: Okay.

8 MR. SINGER: And the corrupt intent when it's
9 accepted or agreed to accept.

10 THE COURT: Okay.

11 MR. SINGER: So there is no quid pro quo requirement,
12 and so I'll address the --

13 THE COURT: For Count 5?

14 MR. SINGER: For Counts 3 and 5, Your Honor.

15 THE COURT: But for 1, 2, 4, and 6, there is?

16 MR. SINGER: Correct.

17 THE COURT: Okay.

18 MR. SINGER: And I think the Court's analysis in
19 denying the motion to dismiss, this is instructive here. As
20 you know, the speaking indictment, with a lot of the same
21 recordings that were played here, are contained in the
22 indictment. The Court found that based on just the limited --
23 that the lesser amount of evidence that was provided in the
24 indictment, that a reasonable jury could find that there was a
25 quid pro quo both for the 2018 exchange in Counts 1, 3, and 5,

1 and the 2019 exchange for 2, 4, and 6.

2 THE COURT: Okay.

3 MR. SINGER: I'm happy to answer any questions the
4 Court has relating to that, otherwise, I will sit down.

5 THE COURT: Very good.

6 MR. SINGER: Thank you, Your Honor.

7 THE COURT: Mr. Schuett, anything further?

8 MR. SCHUETT: Yes, Your Honor, if I may?

9 THE COURT: You may.

10 MR. SCHUETT: I'll address the matter that Mr. Singer
11 just left on. Corrupt intent, or corrupt intent to be
12 influenced by, when read in the lens of a campaign donation,
13 can only mean one thing, which is explicit quid pro quo,
14 because there's a presumption of legitimacy for campaign
15 donations and speech. And so to cross the line, the courts
16 have been clear you need explicit quid pro quo.

17 So while the statute -- and *Abbey* certainly addressed is
18 it a requirement in all cases? No. But in this case, it is,
19 because their own -- this isn't a plus factor case, Your
20 Honor. We don't have gifts.

21 And on all of the cases that have been cited by the
22 government so far have been plus factor cases. And so we
23 don't have that. And at the close of their evidence, we don't
24 have that.

25 And so inherently, it must be an explicit quid pro quo in

1 this particular case, under these particular facts, and with
2 the law being what it is for campaign donations, that they can
3 only have a corrupt intent to be influenced by with campaign
4 donations if it's an explicit quid pro quo.

5 As far as the Hobbs Act, I would note that it was as if
6 they knowingly received a bribe, and which would call back to
7 they haven't shown that he knowingly received a bribe.

8 There are two -- there's a lot to unpack there in that
9 phrase that they still haven't shown, so even if they haven't
10 shown generalized extortion, they also haven't shown that he
11 knowingly received a bribe for all of the reasons that I've
12 already articulated, Your Honor.

13 If there's no further questions, again, we would ask that
14 you dismiss all counts.

15 THE COURT: Thank you, Mr. Schuett.

16 MR. SCHUETT: Thank you, Your Honor.

17 THE COURT: Well, I think, at the end of the day, I
18 knew this motion was coming, not surprisingly, and I think, as
19 things stand right now, the statements that we've heard from
20 the various witnesses, there's sufficient ambiguity in them
21 that a jury could find -- certainly, I don't think is
22 compelled to find, but could find that a quid pro quo exists.

23 And I think, if that is the case, that would defeat the
24 motion as to all six of the counts, so the Court, on the
25 record right now, is denying the request for a Rule 29 motion.

1 I think the government has presented sufficient evidence
2 to go to the jury on all six counts. I'll note that, unlike
3 *Dimora*, or a lot of the other cases, certainly, the conduct
4 here that's been presented by the government doesn't seem as
5 explicitly egregious as some of the conduct that has occurred
6 in other cases. But as the parties are also aware, there is
7 case law there suggesting that wink wink nudge nudge is enough
8 to suggest the existence of an agreement.

9 And in light of where the case law is on what's necessary
10 to show an agreement, I believe that, at least right now, the
11 government has shown enough to get to the jury, so I'm going
12 to deny the motion.

13 So with that, we can take a very brief break. How long
14 do you need to be in a position to start with your case,
15 Mr. Rittgers?

16 MR. C. MATTHEW RITTGERS: Should not be long, Your
17 Honor. Have to take a quick break and make sure the witness
18 is here.

19 THE COURT: So can we try to get started by 2:45?
20 That will only be about 10 minutes. Is that enough for
21 everybody? Okay. Very good. Let's take a recess.

22 (Brief recess.)

23 THE COURT: And I should make clear on the record, I
24 realized I hadn't before I left, Mr. Schuett, that the Court's
25 denial -- it comes up mid-trial, oral motions. The Court's

CURP - DIRECT

1 denial of the Rule 29 is not prejudiced, of course, to the
2 defendant's ability to renew the motion at the end of the
3 trial.

4 MR. SCHUETT: Understood, Your Honor. Thank you very
5 much.

6 THE COURT: All right. Are we ready to bring the
7 jury in?

8 Mr. Rittgers, are you ready to proceed?

9 MR. C. MATTHEW RITTGERS: Yes, Your Honor.

10 THE COURT: All right. Let's bring the jury in.

11 (Jury in at 2:47 p.m.)

12 THE COURT: Mr. Rittgers, does the defense intend to
13 call a witness?

14 MR. C. MATTHEW RITTGERS: Yes, Your Honor. John
15 Curp.

16 (Defense witness, JOHN CURP, sworn.)

17 THE COURT: You may proceed, Mr. Rittgers.

18 DIRECT EXAMINATION

19 BY MR. C. MATTHEW RITTGERS:

20 Q. Good afternoon, Mr. Curp.

21 A. Good afternoon.

22 Q. Could you please state your name for the record.

23 A. John Phillip Curp.

24 Q. What do you do for a living?

25 A. I am the interim city manager for the City of Cincinnati.

CURF - DIRECT

1 Q. Since when?

2 A. January 19th, I think, of 2021 -- or, 2022 of this year.

3 Q. Let's go back to 2008. What was your job at that point
4 in time?

5 A. In 2008, I was appointed the city solicitor for the City
6 of Cincinnati.

7 Q. And what is the city solicitor?

8 A. The city solicitor is the chief legal counsel for the
9 City of Cincinnati. Part of my responsibilities were that I
10 was the chief prosecutor for the city, in addition to being
11 the general counsel for the city.

12 As a part of that responsibility, I advised the city
13 manager, the mayor, and the council individually. And part of
14 city council's rules gave me a direct attorney/client
15 relationship with each member of council.

16 Q. How long did you serve in that role as city solicitor?

17 A. Until approximately February of 2014.

18 Q. And without getting into any specific legal advice, what
19 were the primary sources of law that you would rely on when
20 giving legal advice to council members or the mayor?

21 A. The City of Cincinnati is a home-ruled community governed
22 by its own charter, which is our city's constitution, also
23 relied upon the laws or statutes of the State of Ohio and the
24 United States Constitution.

25 Q. During those years, 2008 to 2014, when you were the city

CURF - DIRECT

1 solicitor, were you aware of conversations that occurred
2 between individual council members and developers?

3 A. Yes. The developers, or any interested party working
4 with council members was part of the business at City Hall.

5 Q. How were you aware that those conversations were
6 occurring?

7 A. Depending on the legislation in front of council,
8 interested parties, including developers, would present to
9 council in the form of committee hearings.

10 They would interact directly with council members. You
11 would see them in the hallways, you know, on the third floor,
12 which is where council chambers are.

13 Q. Do you know what the Port Authority is?

14 A. Yes.

15 Q. Who was the head of the Port Authority back in 2011 and
16 2014?

17 A. Laura Brunner.

18 Q. Were you aware of interactions that Mrs. Brunner had with
19 individual council members back at that time?

20 A. Yeah. The Port Authority is created by a creature of the
21 county and the city. We formed the Port Authority many years
22 ago.

23 Ms. Brunner would routinely appear before council to
24 discuss projects that the port was working on, and would
25 interact with council members and provide them briefings of

CURF - DIRECT

1 projects that the port had that was with the city.

2 Q. How common was it for Ms. Brunner to interact with
3 council members on an individual, one-on-one basis?

4 A. You know, I wasn't in all the individual meetings, but
5 she was -- you know, you would see her frequently on the third
6 floor of council.

7 Q. After 2014, what did you do for employment between your
8 job now as interim city manager and after you left the city
9 solicitor office?

10 A. So I was a partner at the law firm of Blank Rome.

11 Q. And in that role at a private law firm, did you continue,
12 on occasion, to have ongoing involvement related to developers
13 and city council members?

14 A. Yes. My role at the firm was to handle most of the local
15 government work that came in the office.

16 Q. During that time, were you involved -- and I'm not asking
17 specific people or projects, but were you involved in small
18 meetings outside of the council floor with developers and
19 council members?

20 A. Yes.

21 Q. How frequent or common was that, in your experience?

22 A. It just depended on the nature of the project and how
23 much, you know, work or information that individual
24 legislators would need.

25 Q. In your experience both as city solicitor and also as a

CURF - DIRECT

1 private attorney, how common was it for developers to seek
2 specific individual council members' advice, maybe with their
3 lawyer or maybe with a lobbyist?

4 A. I'd say it's fairly common. Nearly every development
5 project required some form of legislation to pass through city
6 council, so I think it was very common.

7 Q. In your experience as a solicitor and also on the other
8 side, on the private side, how common was it for council
9 members to express whether or not there were enough votes to
10 pass certain development deals?

11 A. Yeah. In my role as the solicitor, depending on the
12 project and if I was, kind of, the lead executive on the
13 project, it would be common for me to talk to council members
14 and, on behalf of the administration, essentially count votes
15 to see what support the legislation would have in passing
16 through council.

17 So I would frequently have conversations with individual
18 members of council to ask them if the votes were here for this
19 project; and, if not, what issues were of concern that might
20 help the administration advance the legislation.

21 Q. How common was it, in your experience both in private
22 practice and also as a solicitor, to hear council members
23 express their confidence in getting votes?

24 A. Especially if asked, they would tell me how many votes
25 they thought they had and, depending on the issue, how they

CURF - DIRECT

1 could get one or two more votes, depending on what they
2 thought were the crucial elements of the legislation that you
3 needed more or less support.

4 Q. When did 435 Elm first become on your radar in your
5 capacity at any point?

6 A. Sure. When I came to the city in 2008, the property was
7 already a trouble spot in the city. The city convention
8 facilities have been long believed to be kind of obsolete or
9 losing its competitiveness, mostly because of the Millennium
10 Hotel that was across the street that was not meeting
11 standards that was necessary to attract conventions to the
12 city.

13 435 Elm was across the street from there and considered
14 to be a prime development site. It had a problem tenant in
15 the building that had property rights that the city couldn't
16 control.

17 So we were always working, looking for partnerships or
18 development opportunities to assist the current occupant to
19 move on, or find some way to take control of the property so
20 we could make it a part of the development portfolio around
21 the Convention Center.

22 Q. Do you recall when P.G. was first elected to council? Do
23 you remember the year?

24 A. I believe probably around 2011.

25 Q. During that time, 2011 through when you left in 2014, was

CURF - DIRECT

1 435 Elm on your radar in the city?

2 A. Yes.

3 Q. How often would you interact with or brief P.G. when you
4 were the solicitor during that time, 2011 to '14?

5 A. Sure. Councilmember Sittenfeld was one of our more
6 engaged council members, so we probably had a regular weekly
7 standing meeting where I would update him on all the issues
8 that were affecting the city to the law department.

9 Q. And relative to his colleagues, how was he in terms of
10 his proactiveness and interest in legislation?

11 A. I would say that probably two or three council members
12 out of nine that I had regular standing meetings with. And
13 some council members had limited interest in, you know, law
14 departments, what we were working on, what our agenda was at
15 the moment. Others would direct me to just contact them if
16 there were issues that I thought they should be aware of.

17 Q. How frequently would council members come to you, and I'm
18 talking about any council members, complaining about
19 bureaucratic red tape or delays that constituents might be
20 feeling?

21 A. Yeah. I think that was a regular part of being a
22 director of a department at the city. Council members had
23 direct access to all the department directors.

24 Because I was the attorney for council and for individual
25 council members, I would on a, you know, daily, weekly basis

CURF - DIRECT

1 be in contact with council members who had constituent issues
2 or questions about any given project I was working on.

3 Q. Who else could council members or did council members go
4 to if there were projects that were stalled, that they
5 believed were stalled?

6 A. Usually dependent on where council members thought where
7 the project was tied up. So there was a city manager and two
8 assistant city managers, each of them had responsibilities for
9 different projects in the city. I worked with all three of
10 them on different projects, so it was, again, a regular part
11 of our interaction.

12 Communications could come through those three
13 administrators, or the development director would bring issues
14 to us. And sometimes the complaints were if the law
15 department was working too slow on a particular contractor
16 issue, and they would come directly to me.

17 Q. How common was it for the city to -- and I'm using the
18 term "partnership" loosely, but partner with the Port
19 Authority?

20 A. I would say that the city and the port are partners.
21 Again, they are our commercial and industrial economic
22 development arm of the city, in partnership with the county,
23 so I think, you know, we were in regular contact with them on
24 projects that were important for the city.

25 Q. How frequently was it for council members, on a small

CURP - DIRECT/CROSS

1 group sort of basis or individual basis, to reach out directly
2 to the head of the port, like Laura Brunner?

3 A. You know, I don't know individual conversations, but I
4 would expect that they were contacting the port and other --
5 our other development partners, 3CDC, on a regular basis to
6 get updates on projects. And those organizations engaged
7 council members directly. Anyway, so a lot of those
8 conversations would be around the administration.

9 Q. So you mentioned 3CDC and the port. People at 3CDC and
10 the port would regularly engage council members directly, is
11 that what --

12 A. That was customary.

13 MR. C. MATTHEW RITTGERS: I have no further
14 questions, Your Honor.

15 THE COURT: Thank you, Mr. Rittgers. Ms. Glatfelter?

16 MS. GLATFELTER: Thank you. Yes. May I inquire?

17 THE COURT: You may.

18 CROSS-EXAMINATION

19 BY MS. GLATFELTER:

20 Q. Good afternoon, Mr. Curp.

21 A. Good afternoon.

22 Q. We've never met before. My name is Emily Glatfelter.

23 You are the interim city manager for the City of
24 Cincinnati?

25 A. Correct.

CURP - CROSS

1 Q. And before that, you worked as a private attorney, I
2 think you said, at a law firm?

3 A. Yes.

4 Q. And the city has an economic development department,
5 right?

6 A. Yes.

7 Q. And it's staffed with career public servants?

8 A. Correct.

9 Q. And by "career public servants," we mean people that work
10 there, they're not elected officials?

11 A. Yes. The city administration is civil service outside
12 the political arm of the city, which is council.

13 Q. And you depend on those career employees to evaluate
14 development projects in that economic development department?

15 A. Correct.

16 Q. And those career employees make assessments of what's in
17 the city's best interest based on a number of factors, right?

18 A. Yes.

19 Q. They vet proposed deals?

20 A. Yes.

21 Q. The city has tools for trying to find the best developer
22 for projects; for example, in your work for the city, you've
23 heard of the term RFP before, I assume?

24 A. Yes.

25 Q. That means a request for proposal, right?

CURP - CROSS

1 A. Correct.

2 Q. And in the context of development projects, government
3 entities can put out an RFP to interested parties to submit
4 proposals, right?

5 A. Yes.

6 Q. And one of the purposes of an RFP is to increase the
7 competition, right?

8 A. Yes.

9 Q. So the government can get the best deal for the city --

10 A. Correct.

11 Q. -- right. Whether that's price, or maybe that's the idea
12 of the development, the purpose of the RFP is so the
13 government can make a choice about what's best; is that right?

14 A. Correct.

15 Q. And those RFPs, essentially, result in competition
16 amongst the developers in the context of a development
17 project?

18 A. Yes.

19 Q. Would you agree it's in the government's interest to use
20 RFPs?

21 A. Yes.

22 Q. And, in fact, this year, the city was planning to do an
23 RFP for a third-party vendor to find a permanent city manager
24 position, right?

25 A. I have -- because of my role in the city as the interim

CURP - CROSS

1 city manager, I've been excluded from that process.

2 Q. Okay. Are you aware that they were going to put out an
3 RFP for that, though?

4 A. Yes, I'm aware. I've been following it closely.

5 Q. Thank you. Now, you're familiar, you said on direct
6 examination, with the 435 Elm location in general, correct?

7 A. Yes.

8 Q. And is it true that you represented Mr. Ndukwe in
9 meetings with Ms. Brunner?

10 A. Correct.

11 Q. And you've also represented the defendant personally?

12 A. Yes.

13 Q. And you consider him a friend?

14 A. Yes.

15 Q. One of those meetings where you represented Mr. Ndukwe in
16 front of Ms. Brunner happened in December of 2019. Does that
17 sound about right?

18 A. That sounds about right.

19 Q. Okay. And after that meeting, you typically would
20 provide Mr. Ndukwe feedback regarding the meeting; is that
21 right?

22 A. Correct. I believe, yes.

23 Q. And regarding this meeting that happened on December 19,
24 2019, you actually sent him an email regarding what happened
25 at the meeting?

1 A. At this point, you know, Mr. Ndukwe was a client of
2 myself and the firm, and I'm not able to disclose
3 attorney/client information.

4 Q. Sure. Would an email that Mr. Ndukwe provided to the
5 government refresh your memory regarding this?

6 A. Without a waiver from the client to myself and to the
7 firm, I'm uncomfortable answering any attorney/client
8 communications.

9 MS. GLATFELTER: Your Honor may we approach at
10 sidebar?

11 THE COURT: You may.

12 SIDEBAR CONFERENCE

13 MS. GLATFELTER: Thank you, Your Honor. I have
14 copies. Mr. Ndukwe provided us with communications a while
15 back regarding his interactions with Mr. Curp. He wasn't even
16 sure he understood their relationship.

17 But in the context of that meeting, he said he doesn't
18 believe Ms. Brunner has any -- first of all, I don't think
19 this information is privileged here. He's reporting on his
20 meeting with Ms. Brunner.

21 And he said, "I do not believe that she has any interest
22 in pursuing an RFP. The politcos have boxed her in to dealing
23 with us exclusively for the foreseeable future."

24 THE COURT: Has Mr. Ndukwe waived whatever privilege
25 he has in this letter?

CURP - CROSS

1 MS. GLATFELTER: With -- for this letter, yes.

2 THE COURT: And how would I know that?

3 MS. GLATFELTER: We could -- I guess we could ask
4 him.

5 MR. SINGER: Call Scott Croswell.

6 MS. GLATFELTER: Yeah. We can contact his attorney,
7 and --

8 MR. SINGER: We specifically asked him. He provided
9 these documents to us. We said there's some material in here
10 that's got attorney/client labeled on top, and he told me that
11 he was waiving privileges for purposes of this. But we could
12 take a recess and call.

13 THE COURT: So I'm a little uncomfortable -- I'm not
14 suggesting anyone is misrepresenting anything to me. I'm a
15 little uncomfortable not hearing directly from the client.

16 And I think the witness may also be a little
17 uncomfortable. And I don't know what he believes he needs in
18 order to feel that there's a valid waiver of the
19 attorney/client privilege.

20 I'm not inclined, without something further, to instruct
21 him to answer a question based on the representation that the
22 government has just made.

23 So I'm happy to explore the issue further. I do believe
24 Mr. Ndukwe can waive the privilege. I believe this witness
25 could be convinced that he has waived the privilege, but I'm

CURP - CROSS

1 not inclined to tell him to answer the question.

2 MS. GLATFELTER: Could we take a brief recess to get
3 Mr. Ndukwe's attorney on the phone to speak with the Court and
4 also Mr. Curp?

5 THE COURT: It would be better if Mr. Ndukwe himself,
6 I think.

7 MS. GLATFELTER: Sure.

8 THE COURT: That would be up to the attorney. I
9 mean, whatever he's comfortable with, in terms of the
10 privilege being waived, I'm going to end up being comfortable
11 with, because I believe he's raised a legitimate concern, and
12 I think it needs to be addressed.

13 MS. GLATFELTER: Okay.

14 THE COURT: So in terms of the flow of your
15 examination, you think we should do this now? We can do that.
16 That's fine.

17 Or if there are other things you can do -- I don't want
18 to tell you how to do your cross-examination, I'm just looking
19 to you for direction. Would you like to take a break now,
20 or --

21 MS. GLATFELTER: I would like to take a break. I
22 think this is important. I actually do not think this part of
23 -- I don't think this communication is privileged.

24 We can get Mr. Ndukwe and Mr. Croswell, or whatever will
25 satisfy him. I think this directly goes towards what we've

1 been talking about this morning, and the idea about limiting
2 competition, and who it was that was boxing Ms. Brunner in on
3 a deal in the year 20- --

4 THE COURT: Again, if you don't believe it's
5 privileged, and if you believe he's going to agree with you
6 it's not privileged, I don't object to you showing him that
7 and asking him whether the part you want to solicit
8 information on would be privileged. But if he says yes, then
9 we're going to need to do something.

10 MS. GLATFELTER: Sure. Maybe we could take a brief
11 break. I can show him the communication, ask him, and we
12 could, in the meantime, get Mr. Ndukwe on the phone. Whatever
13 would satisfy him. I don't want him to be uncomfortable, and
14 I certainly understand the Court's concern.

15 THE COURT: Okay. Well, then, it sounds like we're,
16 unfortunately, going to need to take a brief break.

17 Are there other -- well, I assume you believe Mr. Ndukwe
18 will just give a blanket waiver of any privilege issues, or is
19 this the only --

20 MS. GLATFELTER: This is the only one I want to show
21 him, and this is the email that he provided to our case agent.

22 THE COURT: Okay. All right. So I think we need to
23 take a break, then.

24 SIDEBAR CONFERENCE CONCLUDED

25 THE COURT: Ladies and gentlemen, as I mentioned at

1 the beginning of the trial, sometimes issues come up
2 unexpectedly that need to be addressed outside the presence of
3 the jury. One such issue has just arisen.

4 And so while I know we were just on a break,
5 unfortunately, I'm going to need to ask you to go back up to
6 the jury room. And I don't think it will take too long to
7 address, but I'm not entirely certain. So we will summon you
8 back down when we can proceed.

9 As I mention every time we take a break, please don't
10 discuss this case amongst yourselves. Please don't
11 communicate with anybody about the case, or let anyone
12 communicate with you.

13 Please do not do any research on any aspect of the case.
14 Please don't look at any media accounts regarding the case,
15 and please don't begin to form any final opinions about the
16 case until all the evidence at closing.

17 So with that, we're going to, unfortunately, take another
18 brief recess.

19 (Jury out at 3:09 p.m.)

20 THE COURT: So you raised an issue of attorney/client
21 privilege. The government has represented to me that they
22 believe Mr. Ndukwe has waived the privilege, but I don't
23 intend to force you to answer a question without you being
24 able to have an opportunity to ascertain that to whatever
25 level of satisfaction you need.

CURP - CROSS

1 So I think the way we're going to proceed is
2 Ms. Glatfelter is going to show you the document to which she
3 was referring.

4 She intends to, as I understand it, elicit your testimony
5 only with respect to one small part, and it may be that you
6 believe that part is not subject to privilege.

7 If you believe it may be, and would like to confer with
8 Mr. Ndukwe and/or his counsel in this case, we can address
9 that separately, so it's sort of a two-step procedure. Does
10 that make sense to you, sir?

11 THE WITNESS: Yes.

12 MS. GLATFELTER: I left my document there.

13 THE COURT: You may grab your document.

14 MS. GLATFELTER: I don't know if your client -- I'm
15 happy to provide him -- I made a copy, but I didn't know if we
16 needed to wait until his determination before I handed out
17 copies?

18 THE COURT: I think it's probably smart to do that.

19 MS. GLATFELTER: Yes.

20 THE WITNESS: So this is a communication I would have
21 only had with him, with the client.

22 THE COURT: The only question I'm asking you -- I'm
23 not asking you right now to reveal the contents of that, or
24 say anything about it.

25 The only question that's pending right now is the one

CURP - CROSS

1 from me to you, which is you raised concerns, without having
2 seen the statement, about the possibility of attorney/client
3 privilege.

4 Now having seen the statement, do you remain concerned
5 about attorney/client privilege?

6 THE WITNESS: Yes.

7 THE COURT: Okay. So then I think what we need to do
8 is take a break to allow Mr. Curp to confer with Mr. Ndukwe.

9 Is Mr. Ndukwe's counsel all right, or do you need to
10 confer with Mr. Ndukwe directly?

11 THE WITNESS: Well, I guess, from my view, Blank
12 Rome's counsel is not here. I'm no longer with the firm, and
13 so the privilege obviously belongs to the client.

14 And I think, from my perspective, the informed consent of
15 a client that he's waiving the privilege is what I need.

16 THE COURT: Okay. So I think we need to take a break
17 and see if we can arrange some communications.

18 THE WITNESS: And with all due respect, there's
19 another lawyer in my firm that is on this communication too,
20 so his involvement is likely necessary as well, since he's
21 remaining partner at the firm.

22 THE COURT: Very good.

23 MS. GLATFELTER: Yes. I believe that doesn't change
24 the fact that it's Mr. Ndukwe's call in terms of whether he
25 waives the privilege.

CURP - CROSS

1 THE COURT: Oh, absolutely. I don't want to speak
2 for -- Mr. Curp's decisions about attorney/client privilege
3 are very personal.

4 THE WITNESS: I agree the privilege belongs to the
5 client.

6 THE COURT: So why don't we take a break, and you see
7 if you can arrange whatever communications need to occur with
8 Mr. Ndukwe.

9 THE WITNESS: And, again, with all due respect,
10 there's another party on the phone, which is his development
11 partner, who was working within the context of that
12 attorney/client relationship as well, Mr. Schiff.

13 THE COURT: Your firm had an attorney/client
14 relationship with him as well?

15 THE WITNESS: They were co-developers on the project,
16 yes.

17 THE COURT: That wasn't my question. My question
18 was, did your firm have an attorney/client relationship with
19 Mr. Schiff?

20 THE WITNESS: We did not have a contract with
21 Mr. Schiff. I don't think we did.

22 THE COURT: Okay. All right.

23 MS. GLATFELTER: Your Honor, we have a witness room
24 outside. I don't know how you'd like us -- what would be the
25 best way, or Mr. Curp's preference, for facilitating this?

CURP - CROSS

1 We're happy to get Mr. Croswell and Mr. Ndukwe on the
2 phone and let Mr. Curp have that conversation. I just don't
3 know if -- whatever he's amenable to. If he'd like --

4 THE COURT: Is that going to be sufficient, if
5 Mr. Ndukwe waives it, or do you now have concerns about
6 Mr. Schiff as well?

7 THE WITNESS: Mr. Schiff as well, yes.

8 THE COURT: So you're saying that the relationship
9 wasn't just with Mr. Ndukwe?

10 THE WITNESS: The contract with the firm was with
11 Kingsley Development, and Mr. Schiff was the co-developer
12 participating in the project with Kingsley as -- and I don't
13 know how they've divided fees, but I believe that I was
14 working with both of them as co-developers on the project.

15 THE COURT: I see. Do you know who Blank Rome's
16 general counsel is?

17 THE WITNESS: In Philadelphia at the moment. I don't
18 know a name, in particular.

19 THE COURT: Oh, okay. Well, how would you suggest we
20 proceed, Ms. Glatfelter?

21 MS. GLATFELTER: Yes, Your Honor. As we mentioned,
22 Mr. Ndukwe has waived the privilege related to this email.
23 We're happy to get him on the phone and facilitate that.

24 I believe that the witness has said that Blank Rome
25 didn't have a contract separately with Mr. Schiff and the

CURP - CROSS

1 privilege related to Kingsley, which is Mr. Ndukwe's sole
2 company.

3 And so I think Mr. Ndukwe is in the position to waive
4 that privilege. And I believe that Mr. Curp's relationship
5 with Mr. Ndukwe extended before and after Mr. Schiff's
6 participation in this project.

7 THE COURT: Okay. All right. So what I would
8 suggest is we take a recess. Mr. Curp, you can use these
9 chambers right over here. I think Ms. Glatfelter can arrange
10 for you to make a phone call to someone, and we can see if we
11 can get to somewhere where you're comfortable.

12 As I said, I'm not going to sit here and order you to
13 provide testimony that you believe would infringe the
14 attorney/client privilege, and I appreciate that's a decision
15 the attorneys have to make.

16 Let's take a brief recess.

17 (Brief recess.)

18 THE COURT: So it's the Court's understanding that
19 we've not been able to completely resolve the potential
20 privilege issue with regard to the question that's pending
21 before Mr. Curp.

22 Is that the government's understanding as well,
23 Ms. Glatfelter?

24 MS. GLATFELTER: Yes, based on our discussion.

25 THE COURT: Mr. Rittgers?

CURP - CROSS

1 MR. C. MATTHEW RITTGERS: Yes, Your Honor. I wasn't
2 privy to it, but...

3 THE COURT: Okay. So I think the prudent thing to do
4 at this juncture is to dismiss the jury for the day to see if
5 we can resolve the outstanding issue with regard to privilege
6 before we move forward with Mr. Curp's further examination.

7 It would be the Court's intent, since the last thing I
8 did before they left the room was admonish them anyway, to
9 just release them and bring them back at 9:00.

10 Mr. Rittgers, yes?

11 MR. C. HENRY RITTGERS: Judge, there is another
12 issue. Even if the waiver of the conflict comes about, it's a
13 hearsay issue.

14 THE COURT: Well, I mean, he can testify as to what
15 his impression was at the meeting. He can sit on the stand
16 and testify as to what his impression was at the meeting. And
17 then if he reports a different impression than was in the
18 document, he can be impeached using the document, I think.

19 Ms. Glatfelter?

20 MS. GLATFELTER: Yes. I also believe this is a
21 recorded recollection that could be introduced into evidence
22 if we chose. It could also be read to the jury.

23 THE COURT: Yeah. Well, we can talk about that,
24 possibly.

25 All right. So I think what we're going to do is send the

CURP - CROSS

1 jury home. That's where I was.

2 Last thing I did before they left was admonish them. If
3 either side wishes, I could bring them back and admonish them
4 again, but they've been admonished a lot already, so...

5 MR. C. HENRY RITTGERS: We're not interested in that.
6 I think they get the picture.

7 THE COURT: Okay. Scott, we can release the jury.
8 Please ask them to be back at the normal time tomorrow.

9 Mr. Curp, sir, you can step down. The one thing I
10 would tell you is that you remain on the stand, so please do
11 not confer with anybody regarding your testimony, other than
12 as needed to confer with general counsel at the firm if you
13 have a privilege issue, or something of that nature.

14 THE WITNESS: Okay.

15 THE COURT: And you may step down, sir.

16 THE WITNESS: Okay.

17 THE COURT: Mr. Rittgers?

18 MR. C. MATTHEW RITTGERS: What time would you like
19 him back tomorrow?

20 THE COURT: If you could be back by, say, 9:00 in the
21 morning. Can you do that?

22 THE WITNESS: Yes.

23 THE COURT: That would be great. Thank you.

24 THE WITNESS: Thank you.

25 (Witness temporarily excused.)

1 THE COURT: Let's talk a little bit about
2 scheduling for tomorrow.

3 Mr. Rittgers, I think you mentioned that you might have
4 some interest in going through the prior acts witnesses that
5 you intend to put on, and talk about them a little bit more,
6 is that right? I don't want to put words in your mouth.

7 Are there any issues you'd like to discuss before we
8 recess for the evening?

9 MR. C. MATTHEW RITTGERS: Your Honor, the
10 government -- I don't want to relitigate everything but, you
11 know, the government has talked about different donations and,
12 you know, they've alluded to straw donors, pointed to
13 different things to highlight testimony, you know, for
14 example, Medpace.

15 These are non-development stuff. And they're asking the
16 jurors to draw conclusions or infer from this, you know, what
17 they think is bad intent in testimony unrelated to development
18 deals.

19 So I just -- what I'm asking you before I do that is if I
20 could show the jury the way in which P.G. interacted with many
21 people in terms of legislation, the stalled project or stalled
22 legislation that was going on in the city over the course of
23 several months with a single constituent, not necessarily just
24 the development deals.

25 And without the all-encompassing picture there, I mean, I

1 don't -- I'll be very frank. I don't have an out-of-town
2 developer who is willing to invest millions of dollars in
3 Cincinnati to do the exact parallel.

4 I do have some, very few, who were actually doing
5 development deals, but I don't -- without the broader picture
6 of individuals, I think that it would be ill advised of me to
7 just put two or three of these people on, and to just talk --
8 because the whole picture, you know, if you look at the group
9 as a whole of ten, you would see --

10 THE COURT: I thought there was 13.

11 MR. C. MATTHEW RITTGERS: Okay. Was it 13? Yeah, I
12 mean, 13 if I could, yeah.

13 THE COURT: What were the ten to which you just
14 referred?

15 MR. C. MATTHEW RITTGERS: I'm just trying to pare it
16 down a little bit more.

17 But as a trial lawyer, if I'm limited to just, you know,
18 two who had or three who had some development issues over the
19 course of six or twelve months, and interactions with P.G.,
20 those two might not also have been at dinner and drinks with
21 P.G., so -- but the person who was worried about Airbnb
22 legislation worked with P.G. for 12 months, might have had
23 drinks with P.G.

24 And so like to just present two or three versus the ten,
25 I would probably feel compelled not to present any. And

1 that's just why I brought that up.

2 MR. SINGER: Your Honor, this is the type of evidence
3 that we addressed pretrial in our motions. We litigated the
4 different sides. The Court ruled on the law relating to this
5 issue.

6 It's my understanding that you were providing some leeway
7 within the confines of your order. I mean, the order is what
8 the order is at this point

9 THE COURT: Yeah. You know, I think what I'd say
10 is -- I've got my order here.

11 At your request, Mr. Rittgers, I addressed other-acts
12 evidence under Rule 404(b). And I think you would agree that
13 the evidence here you're intending to elicit is other-acts
14 evidence?

15 MR. C. MATTHEW RITTGERS: It goes to his modus
16 operandi, how and which he interacted with --

17 THE COURT: But it goes to proving it through other
18 acts, right?

19 MR. C. MATTHEW RITTGERS: Yes.

20 THE COURT: Okay. So that's, I think, other-acts
21 evidence covered under 404(b).

22 And according to Sixth Circuit, concerning the
23 admissibility of such evidence requires a three part test,
24 whether there's sufficient evidence the defendant, in fact,
25 performed the other acts, I don't have a real issue with that

1 here.

2 If so, whether the other acts are probative of material
3 issue other than character, and if so, whether the evidence
4 should be excluded under 403.

5 So the real issues with respect to steps two and three,
6 and what, you know, your concern was with regard to the
7 other-acts evidence the government wanted to put on was that
8 it wasn't sufficiently probative, and this was going to be
9 Mr. Sittenfeld's other interactions with other donors, which I
10 think a lot of the same things you're saying about the
11 other-acts evidence you want to put on, his interactions with
12 other constituents could also be -- the government could say,
13 well, they're true, and also we want to show how he interacted
14 with other potential donors.

15 And what the Court said was that I'm not going to allow
16 people to put on evidence unrelated to, essentially, the sort
17 of specific nature of the allegations here. And, you know,
18 part of it was -- and this would be true of any witnesses you
19 put on as well.

20 I'm not going to allow witnesses to testify to their own
21 subjective perception about, oh, this is what I thought he
22 meant, or that type of thing.

23 But what I said was, third, the Court concludes that the
24 items of potential evidence specified above, and I was talking
25 about a certain subset, would not be unfairly prejudicial to

1 Sittenfeld, that is because the other acts at issue are of the
2 same general kind as the conduct charged in this case, namely,
3 an alleged exchange of official actions beneficial to a
4 particular donor for campaign contributions.

5 So I limited the other-acts evidence that the government
6 would be able to put on to some kind of official actions,
7 alleged exchange of official actions beneficial to a
8 particular donor for campaign contributions, which is related
9 to this here.

10 Now, of course, you're trying to put on the converse,
11 so -- what I call good-acts evidence.

12 But I think the point of this order was that there needs
13 to be some similarity between -- as I said earlier today, some
14 similarity between the conduct at issue as to which you intend
15 to elicit testimony, and the sort of nature of the factual
16 allegations here.

17 And I'm not saying it needs to be solely limited to real
18 estate development, but I think it does need, in some way, to
19 be -- arise in the kind of setting where the possibility for
20 economic return to the people involved is in some way at
21 issue.

22 So that, you know, this notion of exchanging influence
23 for money -- where Person A stands to make a lot of money, and
24 some governmental official holds the keys to Person A making a
25 lot money, that to me seems to raise different issues or

1 implications or inferences about what's meant by the conduct
2 in that case. That's what I'm sort of trying to limit it to.

3 I mean, if you're saying there was some -- it sounds
4 like, if you're talking about Airbnb legislation, there may
5 have been an economic import to that, so I'm willing to hear
6 what you have to say, but that's what I'm looking for.

7 MR. C. MATTHEW RITTGERS: Understood, Your Honor.
8 And so, yeah, one witness, he ran a small business, Airbnb
9 business.

10 There was legislation that was put into a subcommittee
11 that was introduced at the, I believe to push the hotel lobby.
12 He reached out to a number of council members, ended up
13 getting the most fastest and most responsiveness, and sat down
14 with P.G., in addition to a couple other Airbnb small business
15 owners, and then had communication with P.G. over the course
16 of 12 months while legislation was being worked through in
17 various subcommittees.

18 Ultimately, legislation passed that, I think, was, you
19 know, kind of a consensus for both sides that wouldn't kill
20 the Airbnb business, but these guys had to pay taxes, which I
21 think they weren't paying before.

22 The crux of the testimony would be P.G.'s communication,
23 accessibility, willingness to talk to this constituent, who
24 had financial interest on the line, about the different
25 processes that were happening behind the scenes at City Hall.

1 That would be one witness.

2 THE COURT: And there were no campaign contributions
3 involved in any way?

4 MR. C. MATTHEW RITTGERS: That witness, I have all
5 their donor history, donated \$100 in 2019. He donated \$1,000,
6 I believe, after this. This was in October 28th of 2020, he
7 donated \$1,000.

8 THE COURT: Okay.

9 MR. C. MATTHEW RITTGERS: Another witness, he started
10 a business about 30 years ago. He was a vendor. He still
11 runs the same business. He sells peanuts and water outside
12 the stadiums.

13 And there was an issue with whether or not these small
14 business vendors would have to go through a lottery process in
15 order to get their certain location set, and it would rotate
16 and change each year.

17 One of the small business owners ended up suing the city
18 for this legislation. This individual reached out to multiple
19 council members, seeking help, so that he didn't have to get
20 involved in a lawsuit.

21 He would testify that Mr. Sittenfeld and his team, over
22 the course of, I believe at least a year on that, 12 months or
23 more, would proactively keep him updated as they worked
24 through the process.

25 Again, it's a legislative process that ultimately would

1 prevent this lottery system legislation from happening, and
2 these business owners could then not worry about their product
3 and merchandise by waiting to see if they were going to be at
4 a certain location where they could sell product.

5 His donor history, I believe he would testify that he
6 donated afterwards, and his \$25, \$50, \$25, \$25, \$50, \$50. I'm
7 not sure -- I mean, if I can elicit it, maybe I would, but I
8 wasn't planning on it. I just wanted to have it for each one
9 of these individuals is why I have it.

10 THE COURT: I appreciate that.

11 MR. C. MATTHEW RITTGERS: A police officer who is the
12 community liaison officer in Avondale, he was having problems.
13 He created a few programs to help with violence, which was his
14 job as a community liaison officer, building relationships in
15 the community.

16 He recalls reaching out to at least another council
17 member. The council member said that's not my thing to help
18 him try to get ball fields, and get funding to get these ball
19 fields cleaned and prepped to go for this Pitching For Peace
20 program that he had.

21 He immediately had responsiveness from P.G. P.G. was
22 actually there multiple times during this program. He's been
23 to P.G.'s house subsequent to that for parties, they text each
24 other. They've essentially become friends after that
25 interaction.

1 Clare Blankemeyer, this would be one of the people that I
2 believe is fairly in line with development projects. She was
3 really working as a volunteer advocate at the time, but there
4 was a development project that was stalled in the city, and
5 she and other advocates were reaching out to various council
6 members. Ultimately, they received help from P.G. for the
7 stalled project.

8 The mayor was trying to torpedo this project. She
9 donated in 2017 \$50, and in 2020 \$50.

10 THE COURT: What kind of development project?

11 MR. C. MATTHEW RITTGERS: It was a low-income housing
12 development project that she believed, based on information
13 she had, that the mayor was refusing to push through council.
14 It was a \$15 million from a housing development project.

15 THE COURT: \$15 million?

16 MR. C. MATTHEW RITTGERS: That's my belief.

17 THE COURT: That was stalled, and then the logjam was
18 broken with Mr. Sittenfeld's assistance; is that right?

19 MR. C. MATTHEW RITTGERS: The process that it took --
20 she would testify that it took to work through City Hall after
21 she got involved. So she was involved as just a personal
22 advocate, I believe.

23 Another advocacy group said, hey, can you help. She said
24 her involvement directly with Mr. Sittenfeld was a six-month
25 period to try to get this un-stalled in the city.

1 Did we talk about the Airbnb guy?

2 THE COURT: Yes.

3 MR. C. MATTHEW RITTGERS: An individual who needed
4 help -- he was starting a business and needed help with zoning
5 ordinances, law changes, in order to, what he would call, cut
6 through the red tape. It's slow-moving vehicles on the
7 roadways, which is the business of the golf carts.

8 He would testify that he and P.G. -- P.G. would express
9 his confidences in his colleagues. They would have text
10 messages, calls. These two have socialized at times and in
11 interactions.

12 THE COURT: What do you mean "express confidence in
13 his colleagues"?

14 MR. C. MATTHEW RITTGERS: Like hey, we got the votes
15 to be able to get this passed.

16 And I believe some of the other witnesses I've already
17 said would say the same thing.

18 THE COURT: No, you haven't said that.

19 MR. C. MATTHEW RITTGERS: I know I haven't said that.
20 But I mean, I'm going through as fast as I can but, yes,
21 expressing confidence in colleagues.

22 THE COURT: Whereby "expressing confidence in
23 colleagues," you mean expressing that his colleagues on city
24 council would vote for a particular project?

25 MR. C. MATTHEW RITTGERS: Yes. That's my

1 understanding. And not all of the witnesses, but I believe I
2 know some of the witnesses would say that his confidences in
3 his colleagues were expressed.

4 This individual had a development project -- I don't know
5 if I'm going to be able to get him in anymore. But he had a
6 development project. I believe he would also say that P.G.
7 did express his confidence in his colleagues for the difficult
8 project expansion.

9 And he met with P.G., he believes, two to three times in
10 person over the course of 12 months. He brought in someone
11 else on his team who would show him higher level schematics
12 that his, P.G.'s involvement, in helping pass this complex
13 project, he was the most proactive on council.

14 There are two potential witnesses who would testify that
15 during COVID restrictions, that when they needed certain
16 things to happen for their small businesses to stay open, one
17 is the pastor -- I don't know if that's a small business, but
18 Pastor Tome is one. I don't know if that's a small business.

19 But there needed to be -- you know, there were issues
20 with noise ordinances, and the contracts with the city for
21 public land so that services could be held outside and both
22 inside, and reached out directly to P.G.

23 P.G., you know, cut through that red tape and helped him
24 with that by directly notifying administrators within the city
25 to get those things done without some formal legislative

1 process.

2 THE COURT: You said there were two. Pastor Tome is
3 one.

4 MR. C. MATTHEW RITTGERS: The other one had to do
5 with parking. He had never conducted a carry-out business.
6 He wanted to try to keep his restaurant open, and reached out
7 directly to P.G. to say, hey, can you get someone in an
8 administrative position to designate three spots in front of
9 our business that are actually metered parking, so that no one
10 can park there during COVID, so that I can conduct a carry-out
11 business.

12 This individual, he is like a serial entrepreneur startup
13 guy, lives in the city. I believe -- and I haven't really
14 fully baked his testimony yet, Your Honor, but I believe he's
15 going to say had frequent interaction both social and about
16 business with Mr. Sittenfeld, always accessible, engaging.

17 He would go to him with problems like potentially -- he
18 lives in a neighborhood that isn't -- wasn't always the
19 safest, he would go to him with safety issues.

20 They would text, have meals together. They'd have beers
21 on occasion, talk about topics related to bringing tax dollars
22 to Cincinnati, the startup community, and the tech ecosystem
23 issues that he was seeing within his world, and how Cincinnati
24 could help businesses like that in the city both who were
25 already here and attracting businesses here.

1 I'm trying to do this from my notes, Your Honor. I
2 apologize.

3 THE COURT: That's fine. You're at nine witnesses
4 now, so...

5 MR. C. MATTHEW RITTGERS: One potential witness, Your
6 Honor, I don't know if I would call her, but maybe. There's a
7 grocery store that was receiving -- there was a potential bill
8 for a grocery store that was receiving issues --

9 THE COURT: A potential?

10 MR. C. MATTHEW RITTGERS: A build for a grocery store
11 that had some hurdles that had to be cleared. Potentially, I
12 don't know, but there's an issue within the city, and this
13 testimony would be that, you know, P.G. helped un-stall this
14 project so that it could continue to go through and pass, this
15 grocery store, the development.

16 This individual is -- some of the meetings that were
17 referenced in court. One, I believe, was the cozy meeting
18 that these individuals, Rob and Brian, had been invited to.
19 This individual was actually at that meeting. I believe that
20 that's the meeting that was held at Via Vite. Maybe. I might
21 be wrong on that.

22 But this individual would talk about the coalition
23 building. This guy is a firefighter, and he's the head of a
24 firefighter PAC, and P.G. introducing him to various leaders.

25 In fact, at one time, it was Mrs. Brunner trying to get

1 people together. He said, you know, P.G. was the guy that he
2 would go to when they had any issues, small or big, to try to
3 get things undone or stuck in the city.

4 This guy had competing interests between his chief, his
5 union members, and he mentioned two or three more to me that I
6 forget right now. And he could go to P.G. and get his ideas
7 about the city, and help him cut through any issues that he
8 had.

9 How many is that, Your Honor?

10 THE COURT: That's 11. I think my concern,
11 Mr. Rittgers, remains the same with regard to a lot of these,
12 which is, and then do you want the government to trot in
13 13 people who, you know, found Mr. Sittenfeld to not be
14 responsive in some way when they called with a concern?

15 It just seems like it's focusing on a lot of the -- it's
16 changing the focus of the case from the interactions that
17 occurred in this case, to interactions that occurred on
18 others.

19 And with respect to like when you say things as broad as
20 coalition building, or Mr. Sittenfeld helped with ensuring
21 that religious services could go forward during COVID, that
22 all sounds laudable, but I don't see how it has probative
23 effect with regard to the allegations here, which is that, in
24 connection with the 7,400 or whatever it was million dollar
25 deal, that there was some kind of tacit quid pro quo with

1 regard to arranging votes in exchange for campaign
2 contributions.

3 You know, the -- and somebody that generally he engaged
4 with a serial entrepreneur, and talked about good ways to get
5 tax dollars in Cincinnati, I think a lot of the witnesses who
6 have testified already have said that Mr. Sittenfeld was
7 always open to discussing ways to improve Cincinnati.

8 So it seems cumulative of that, and doesn't seem in any
9 way to me necessarily directly related to the allegations that
10 the government's making in this case.

11 I mean, some of these seem maybe a little bit closer, the
12 Blankemeyer incident that you mentioned. I mean, the police
13 officer incident, you know, if we're talking about how
14 Mr. Sittenfeld jumped in to help make sure that ball fields
15 were cleaned up, it seems to me that's exactly the concern
16 that I raised.

17 I'm sure Mr. Sittenfeld has done a lot of laudable
18 things, but that isn't really the question that's presented to
19 the jury here, and I'm afraid it's going to be more seen as a
20 ploy for sympathy or empathy than it is as a rebuttal of the
21 case the government's put on.

22 Some of your other ones, I agree, are closer. I'd be
23 willing to talk about those but, I mean, that's my initial
24 reaction. I'd be happy to hear from the government about it,
25 though, too.

1 MR. SINGER: Your Honor, they seem to fall square on
2 *Dimora*, and the Court's order on 2948 from the motion in
3 limine order.

4 They seem like a combination of testimony that would be
5 good access maybe under *Dimora* or 405 character evidence,
6 which can only be brought in based on reputation or opinion,
7 not specific instances. They seem like a combination of those
8 two.

9 THE COURT: Well, but in fairness, Mr. Rittgers
10 originally said character witness, but then the last time we
11 discussed this, it seemed to transition from character
12 witnesses to kind of good acts witness. I agree with you
13 that --

14 MR. SINGER: Some of the topics, there's some overlap
15 on.

16 THE COURT: Right.

17 MR. SINGER: They don't seem necessarily as relevant
18 to anything other than the fact that it's a positive witness
19 for the defendant's character.

20 THE COURT: Yeah. What about the Clare Blankemeyer
21 thing, though? \$15 million lower-income housing department.
22 It was stalled, and Mr. Sittenfeld interacted with her on a
23 proactive basis to un-stall the program.

24 Of the ones we've seen, that one seems to me -- and then
25 there was some development project, witness seven. I wasn't

1 really clear on what the development project was. But those
2 seem to me to be the closest analogues.

3 MR. SINGER: It does, Your Honor. But *Dimora* did
4 say, just because there is a specific instance of a time that
5 you did something on behalf of the public's interest and did
6 not receive a bribe for it, does not make it -- does not make
7 it -- that it's still subject to 404, and *Dimora* excluded that
8 type of evidence, or affirmed the exclusion of that type of
9 evidence.

10 THE COURT: Yeah. I'm really struggling to see how
11 this would come in under *Dimora*. I mean, we concluded that
12 the evidence of this totally different incident demonstrated
13 little or nothing about the person's intent on the charges
14 made in the indictment. Are you bringing it in as intent? Or
15 what's the permissible use you think you can make of it?

16 MR. C. MATTHEW RITTGERS: To show the elected
17 official's modus operandi.

18 You know, part of the problem with the case law, Your
19 Honor, including *Dimora*, is that these cases all have plus
20 factors, or they're express quid pro quo cases. This is not
21 that case, and this case goes to intent.

22 The acts that the prosecution put forth in the past six
23 days of testimony were to show that P.G. had constant
24 communication and interaction, and he would update Rob and
25 Brian after things would go through council or subcommittee,

1 or he would speak with an administrator.

2 And so *Dimora*, and all the cases which don't have plus
3 factors, and lots of them are express quid pro quo cases, is
4 not what we have before us here, and so the jury is going to
5 have to determine --

6 THE COURT: But *Dimora* wasn't an express quid quo pro
7 case.

8 MR. C. MATTHEW RITTGERS: It had plus factors. So
9 we're not offering it for intent. I mean, we would even be
10 fine with just a little limited instruction. The offer is not
11 for intent. It's for P.G.'s modus operandi, how he
12 interacted, how he would proactively tell people that he had
13 made communications with different people within the city
14 administration and outside of it.

15 His proactive nature, accessibility, everything that the
16 government showed in six days of trial.

17 MR. SINGER: Your Honor, may I address the plus
18 factor? It keeps coming up.

19 THE COURT: Yes.

20 MR. SINGER: This is a district court case out of the
21 Eastern District of Michigan. The jury instructions did not
22 include any plus factor.

23 After the case, there was a hung jury as to one count,
24 acquittal as to a 1001, and the district court did not allow
25 the government to retry the campaign contribution case and

1 created this plus factor.

2 It's currently on appeal. It's been argued. It's
3 pending before the Sixth Circuit.

4 The Sixth Circuit has never embraced this. The law for
5 campaign contributions as set forth in the Sixth Circuit is
6 best set forth in *Terry*, which relied on *McCormick* and *Evans*.

7 The Sixth Circuit has never embraced any plus factor, and
8 it should not be part of the Court's consideration,
9 particularly when dealing with a separate issue relating to
10 good acts.

11 The Court in *Dimora* was not assessing it in terms of the
12 quid pro quo, the type of quid pro quo that was at issue.

13 It was as to whether the evidence is relevant to his
14 intent, and good act evidence on a completely separate
15 occasion is not relevant to whether on a different occasion
16 they had different intent.

17 THE COURT: Yeah. You run perilously close to the
18 situation where someone accused of robbing a bank wants to
19 bring in bank managers from five other banks, and they all
20 say, well, he didn't rob ours. I mean, you know, you can't do
21 that.

22 But I guess the difference, in the Court's mind here, is
23 that the government is pointing to specific conduct as being
24 inferentially related to or inferentially showing some kind of
25 intent on Mr. Sittenfeld's part, or inferentially showing the

1 existence of an agreement.

2 And I think the argument would be, yeah, this is the kind
3 of -- and we heard some from Ms. Brunner today, that she felt
4 like he was pushing differently or harder in this case.

5 And so there does seem to be some kind of suggestion that
6 the way in which he approached 435 Elm was different or
7 unique. I mean, is that not part of what the government is
8 arguing, Mr. Singer?

9 MR. SINGER: Your Honor, I think -- the quid pro quo
10 for the two main incidents is set forth in the incident on
11 November 7th and the incident on September 24th.

12 Now, the surrounding circumstances can be evidence of his
13 intent at the time that the quid pro quo occurred. And I
14 think Ms. Brunner's testimony, Ms. Brunner's testimony goes to
15 the fact that she was receiving pressure. The fact that it
16 was pressure is relevant to whether there was official action,
17 so that is evidence that we would cite to. The fact that she
18 was pressured relating to other projects, not as relevant.

19 THE COURT: But are you going to argue that the fact
20 that Mr. Sittenfeld was willing to pressure her suggests that
21 he was being motivated by the contributions that he'd
22 received?

23 If you are, it seems to me that a rebuttal of that is no,
24 Mr. Sittenfeld just pressured a lot of the people a lot of the
25 time. I mean, how is that not a rebuttal of the suggestion

1 that there's a linkage between the two?

2 MR. SINGER: Well, then, I mean, that goes to the
3 argument that any other non-criminal act is going to be
4 relevant to intent. But those are separate acts. This is the
5 act that's charged here.

6 THE COURT: Yeah. Well, tell me more about the
7 development project for witness number seven.

8 MR. C. MATTHEW RITTGERS: That was Children's
9 Hospital, Your Honor, I believe.

10 THE COURT: Children's Hospital?

11 MR. C. MATTHEW RITTGERS: I believe. I believe that
12 was witness number seven. I didn't do it in order. It was an
13 expansion of Children's Hospital, I believe. That wasn't the
14 grocery store one?

15 THE COURT: No. You said it was, you said, a
16 development project. He expressed confidence in his
17 colleagues. He met in person. And this witness would testify
18 that he was the most proactive of the city council people.

19 MR. C. MATTHEW RITTGERS: Yeah.

20 THE COURT: Is that somehow involved -- it's a
21 development project in connection with the Children's Hospital
22 project?

23 MR. C. MATTHEW RITTGERS: Yeah, an expansion.

24 THE COURT: And what was the business at issue with
25 respect to where zoning changes were needed, and that he

1 expressed we got the votes?

2 MR. C. MATTHEW RITTGERS: That one I don't know if
3 there's an I got the vote expression, if we're talking about
4 the same thing, but was it the low-speed vehicles?

5 THE COURT: I don't know. What you said was you had
6 someone who would testify that they needed help starting a
7 business that required zoning changes; that he socialized from
8 time to time with Mr. Sittenfeld, and that Mr. Sittenfeld at
9 some point expressed we got the votes.

10 MR. C. MATTHEW RITTGERS: I don't know if it was that
11 exact verbiage, Your Honor, just to be -- because I'm looking
12 at my outline of the questions.

13 But that would be a low speed -- they're like golf carts.
14 They get money from advertising revenue on the golf carts, and
15 they give people rides around the city. And they needed the
16 city to change ordinances to let these things be on the roads.

17 In that particular case, I also know that P.G. was making
18 introductions for that person as well, similar to the
19 introductions that we've heard were offered here with these
20 agents.

21 THE COURT: I thought you thought -- well, you've
22 been the one making the point about the introductions, which I
23 thought you said were indicative of lack of intent because he
24 was introducing people.

25 MR. C. MATTHEW RITTGERS: There are two sets of

1 introductions. We have talked about introductions of civic
2 leaders.

3 They, I believe, elicited testimony where P.G. offered,
4 then, to introduce Rob and Brian to different developers. And
5 we heard all this stuff about Dan Schimberg, and how P.G.'s
6 like oh, yeah, I'll get you to other people, like my people
7 that can help you with the development deal, just
8 introductions in general, I think, were also introduced by the
9 customer.

10 THE COURT: Well, I think, consistent with what I
11 said earlier today, based on what you told me so far, I would
12 be inclined to allow testimony with regard to Ms. Blankemeyer,
13 the development project for Children's Hospital, and that's
14 about it on the list that you've given me.

15 I think those are close enough that they may have some
16 probative value of Mr. Sittenfeld was engaging in similar
17 conduct with regard to his willingness to advance those
18 projects, but I still think there needs to be --

19 I'm assuming you're going to be able to elicit testimony
20 that he did things similar to what the evidence has suggested
21 he did here, similar statement, similar meeting, similar text
22 messaging of meetings and updates, and potentially interfacing
23 with other city officials to push the projects, that type of
24 thing? I mean --

25 MR. C. MATTHEW RITTGERS: I mean, with those two

1 individuals, I don't believe that there were text messages
2 about city business. I don't believe that.

3 THE COURT: Oh, well --

4 MR. C. MATTHEW RITTGERS: Go ahead. I'm sorry.

5 THE COURT: No. I'm sorry. I'm interrupting you.
6 But did he intercede with other city officials on behalf of
7 these people and do those kind of things?

8 MR. C. MATTHEW RITTGERS: That's their understanding
9 that, yes. Their understanding of it based on what he told
10 them. I mean, I don't think they were there for it, but yes.

11 THE COURT: I'm assuming that the government would
12 probably object to that based on hearsay?

13 MR. C. MATTHEW RITTGERS: I mean, how else would you
14 show that they knew that that was happening? He was telling
15 them where to be, when --

16 THE COURT: Well, maybe I'm wrong. Would the
17 government object to that on hearsay grounds?

18 MR. SINGER: Yes, Your Honor.

19 MR. C. MATTHEW RITTGERS: I mean, I guess, I would --

20 THE COURT: I mean, Mr. Sittenfeld can take the stand
21 and say, yeah, I did this in a lot of other situations, and
22 he -- you know, I guess he could give some examples like that.

23 But I don't know how they could test -- I don't know how
24 he could elicit testimony from them where the foundation of
25 the testimony is out-of-court statements that Mr. Sittenfeld

1 made to them, which they're treating as true, and thus want to
2 testify.

3 I think it probably lacks foundation. It's speculation.
4 It's --

5 MR. C. MATTHEW RITTGERS: And the foundation would,
6 Your Honor, would be that they had these issues before the
7 city, they reached out to council members.

8 They then are describing the type of responsiveness and
9 proactive nature of Mr. Sittenfeld's communications to them
10 throughout whatever period of time that process was, where
11 their issues was logged inside the walls of City Hall.

12 THE COURT: Well, I'm still where I was every time
13 we've talked about this, which is the ones that are
14 sufficiently close, I believe, would be that Children's
15 Hospital expansion one, and the low-income development
16 project, and assistance he provided in connection with those.
17 If it's similar in nature to the assistance he provided in
18 connection with the project here, I would be inclined to allow
19 it.

20 I will, as I've said, I will allow the government, in
21 rebuttal, to put on other developers who believe that
22 Mr. Sittenfeld was eliciting or soliciting campaign
23 contributions in exchange for promoting their projects,
24 because I think it's only fair if we're going to go in one
25 direction, we've got to go to the other.

1 So I hear what you're saying, Mr. Rittgers, I just -- in
2 light of the *Dimora* case, and the fact that the Court pretty
3 explicitly said that evidence about unrelated incidents is not
4 relevant to the intent on the charges of the indictment, I
5 just -- that's about as far as I think I can go, so that's
6 where I'm at on that.

7 Is there anything else we need to discuss?

8 MR. SINGER: Nothing from the government.

9 MR. C. MATTHEW RITTGERS: No, not from the defense,
10 Your Honor.

11 THE COURT: Okay. So in light of what I said, I know
12 you're probably still planning and reconfiguring, but do you
13 have an idea of what witnesses you intend to call tomorrow?

14 MR. C. MATTHEW RITTGERS: Yes, Your Honor.

15 THE COURT: And have you shared that with the
16 government?

17 MR. C. MATTHEW RITTGERS: I will do that right now
18 via email. I'll give the government a list of five witnesses.

19 THE COURT: Five witnesses?

20 MR. C. MATTHEW RITTGERS: Five.

21 THE COURT: Do you believe we'll get through all five
22 witnesses tomorrow?

23 MR. C. MATTHEW RITTGERS: I think that it's a very
24 good chance, yes.

25 THE COURT: Do you believe that you'll be resting,

1 then, tomorrow, or do you believe we'll go into the next --

2 MR. C. MATTHEW RITTGERS: I think there's a very good
3 chance.

4 THE COURT: Okay. So then I think the Court's
5 intention, per our earlier conversation, would be to give the
6 jury -- assuming you get to where you rest, give the jury
7 Friday off so we can address jury instructions. All right.

8 Okay. So I think we got a plan. We'll see you a little
9 before 9:00 tomorrow. Very good.

10 (Proceedings adjourned 4:51 p.m.)

11 - - -

12 C E R T I F I C A T E .

13 - - -

14 I, M. SUE LOPREATO, RMR, CRR, certify that the foregoing
15 is a correct transcript from the record of proceedings in the
16 above-entitled matter.

17 /s/ M. Sue Lopreato
18 M. SUE LOPREATO, RMR, CRR
19 Official Court Reporter
20
21
22
23
24
25

September 30, 2022

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX

GOVERNMENT WITNESS

JARED KAMRASS

Direct by Mr. Singer.....	Page 19
Cross by Mr. C. Matthew Rittgers.....	Page 64
Redirect by Mr. Singer.....	Page 98

LAURA BRUNNER

Direct by Ms. Gaffney Painter.....	Page 99
Cross by Mr. C. Matthew Rittgers.....	Page 126
Redirect by Ms. Gaffney Painter.....	Page 146
Recross by Mr. C. Matthew Rittgers.....	Page 148

JOHN CURP

Direct examination by Mr. C. Matthews Rittgers.....	Page 174
Cross by Ms. Glatfelter.....	Page 182

EXHIBITS

GOVERNMENT EXHIBITS

<u>Exhibit</u>	<u>Admitted</u>
41H	35
41G	41
40F	61
41E	62
44B	115

DEFENSE EXHIBITS

<u>Exhibit</u>	<u>Admitted</u>
----------------	-----------------